



CITY OF HUNTINGTON BEACH

2000 MAIN STREET

CALIFORNIA 92648

OFFICE OF THE CITY CLERK
JOAN L. FLYNN
CITY CLERK

**LETTER OF TRANSMITTAL OF ITEM APPROVED BY THE CITY COUNCIL/
REDEVELOPMENT AGENCY OF THE CITY OF HUNTINGTON BEACH**

October 5, 2005

Municipal Software Corp.
4464 Markham St., Suite 1101
Victoria, Canada BCV8Z7X8

Attention: Robert E. Bennett
Department: President

Regarding: Amendment to Municipal Software Agreement for a time extension of one (1) year

See Attached Action Agenda Item E4 Date of Approval 10/3/05

Enclosed For Your Records Is An Executed Copy Of The Above Referenced Agenda Item.

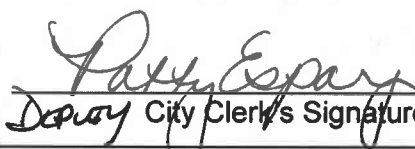
Joan L. Flynn
Joan L. Flynn
City Clerk

Attachments: Action Agenda Page ☒ Agreement ☒ Bonds ☐ Insurance ☒
RCA ☐ Deed ☐ Other ☐


C:

R. Cramer	Bldg & Safety	X	X	X	
Name	Department	RCA	Agreement	Insurance	Other
C. Mendoza	Risk Mgmt.			X	
Name	Department	RCA	Agreement	Insurance	Other
Name	Department	RCA	Agreement	Insurance	Other
Name	Department	RCA	Agreement	Insurance	Other

10/4/05 R. Cranmer, 2064 SAFETY

Council/Agency Meeting Held: <u>10/3/05</u>		 Deputy City Clerk's Signature
Deferred/Continued to: _____		
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Conditionally Approved	<input type="checkbox"/> Denied
Council Meeting Date: 10/3/2005		Department ID Number: BD2005-4

**CITY OF HUNTINGTON BEACH
REQUEST FOR CITY COUNCIL ACTION**

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
SUBMITTED BY:  PENELOPE CULBRETH-GRAFT, CITY ADMINISTRATOR
PREPARED BY: ROSS CRANMER, DIRECTOR OF BUILDING & SAFETY
SUBJECT: AMENDMENT TO MUNICIPAL SOFTWARE AGREEMENT FOR
TIME EXTENSION

2005 SEP 23 4:00 PM
RECEIVED
CITY CLERK
CITY OF
HUNTINGTON BEACH, CA

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

Statement of Issue:

The existing agreement between the City of Huntington Beach and Municipal Software Corporation is set to expire on February 2, 2006. A one-year extension to the Agreement is recommended.

Funding Source:

Not applicable

Recommended Action:

Motion to:

1. "Approve Amendment No. 1 of the Municipal Software Corporation agreement.
2. "Authorize the Mayor and City Clerk to execute the amendment for the professional services contract."

REQUEST FOR ACTION

MEETING DATE: 10/3/2005

DEPARTMENT ID NUMBER:BD2005-4

Alternative Action(s):

The City Council may make the following alternative motion(s):

1. "Do not approve the agreement and direct staff accordingly."

Project Background:

A professional service agreement was established on December 17, 2001 for the software design and implementation of a City-Wide Permit System. Municipal Software was chosen due to the product being the best on the market and competitive price. When this contract was originally agreed to, staff anticipated that two years would provide sufficient time to complete the project. Shortly into the design of Phase 1, which originally consisted of Business Licensing and Code Enforcement, staff incorporated Phase 2 and Phase 3, which consisted of Building Permits, Plan Checks, Inspection, IVR, Planning, Zoning, and Entitlements, into a much larger Phase 1.

This increased scope of Phase 1, along with testing of a more complex system at one time was delayed due to City staffing changes and time constraints due to outside issues. On March 14, 2005, Phase 1 went live and staff continues to test for installation of the IVR (Interactive Voice Recognition) System, along with minor functionality fixes and reports.

The existing agreement between the City of Huntington Beach and Municipal Software Corporation is set to expire on February 2, 2006. However, an additional extension is needed to finish original Phase 4, which includes Public Works and Fire Department functions, as follows:

Public Works Department:

Project Tracking, Grading Permits, Harbor Permits, Overload Permits, Subdivision Permits, and Inspections for the above permit types.

Fire Department:

Fire Alarm Permits, Sprinkler System Permits, Certificate of Occupancy, Hazardous Materials Permits, Oil Well Permits, and Inspections for the above permit types.

Funding: There is no request at this time for additional funds to complete this project.

Attachment(s):

City Clerk's Page Number	No.	Description
	1.	Amendment No. 1 to Agreement Between the City of Huntington Beach and Municipal Software Corporation

ATTACHMENT #1

AMENDMENT NO. 1 TO AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
MUNICIPAL SOFTWARE CORPORATION FOR
SOFTWARE DESIGN & IMPLEMENTATION SERVICES

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "City", and MUNICIPAL SOFTWARE CORPORATION., a British Columbia corporation authorized to conduct business in the State of California, hereinafter referred to as "Consultant."

WHEREAS, City and Consultant are parties to that certain agreement, dated February 2, 2004, entitled "Professional Services Contract Between the City of Huntington Beach and "Professional Services Contract Between the City of Huntington Beach and Municipal Software Corporation for Software Design & Implementation Services" which agreement shall hereinafter be referred to as the "Original Agreement," and

City and Consultant wish to amend the Original Agreement to extend the Term,

NOW, THEREFORE, it is agreed by City and Consultant as follows:

1. EXTENSION OF TERM

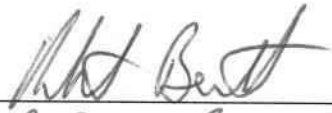
The Term of the Original Agreement is hereby extended for an additional period up to and including February 2, 2007.

2. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on OCTOBER 3, 2005.

MUNICIPAL SOFTWARE CORPORATION, a British Columbia corporation

By: 
ROBERT BENNETT
print name

ITS: (circle one) Chairman/President/Vice President

AND



By: 
CAIN MCLLELLAN
print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer CHIEF EXECUTIVE

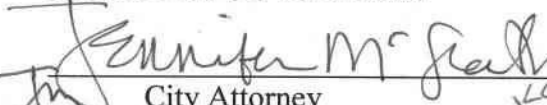
REVIEWED AND APPROVED:


City Administrator

CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California


Mayor

City Clerk *plf/e*

APPROVED AS TO FORM:


City Attorney *10/20/05*

INITIATED AND APPROVED:


Director of Building & Safety

RCA ROUTING SHEET

INITIATING DEPARTMENT:	Building & Safety
SUBJECT:	Amendment to Municipal Software Contract
COUNCIL MEETING DATE:	October 3, 2005

RCA ATTACHMENTS	STATUS
Ordinance (w/exhibits & legislative draft if applicable)	Attached <input type="checkbox"/> Not Applicable <input type="checkbox"/>
Resolution (w/exhibits & legislative draft if applicable)	Attached <input type="checkbox"/> Not Applicable <input type="checkbox"/>
Tract Map, Location Map and/or other Exhibits	Attached <input type="checkbox"/> Not Applicable <input type="checkbox"/>
Contract/Agreement (w/exhibits if applicable) <i>(Signed in full by the City Attorney)</i>	Attached <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/>
Subleases, Third Party Agreements, etc. <i>(Approved as to form by City Attorney)</i>	Attached <input type="checkbox"/> Not Applicable <input type="checkbox"/>
Certificates of Insurance <i>(Approved by the City Attorney)</i>	Attached <input type="checkbox"/> Not Applicable <input type="checkbox"/>
Fiscal Impact Statement (Unbudget, over \$5,000)	Attached <input type="checkbox"/> Not Applicable <input type="checkbox"/>
Bonds (If applicable)	Attached <input type="checkbox"/> Not Applicable <input type="checkbox"/>
Staff Report (If applicable)	Attached <input type="checkbox"/> Not Applicable <input type="checkbox"/>
Commission, Board or Committee Report (If applicable)	Attached <input type="checkbox"/> Not Applicable <input type="checkbox"/>
Findings/Conditions for Approval and/or Denial	Attached <input type="checkbox"/> Not Applicable <input type="checkbox"/>

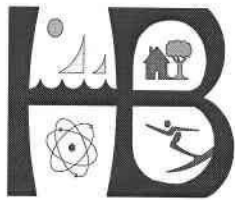
EXPLANATION FOR MISSING ATTACHMENTS

REVIEWED	RETURNED	FORWARDED
Administrative Staff	()	(<i>DMB</i>) <i>SKD</i>
Assistant City Administrator (Initial)	()	(<i>PE</i>)
City Administrator (Initial)	(<i>ecg</i>)	(<i>ecg</i>)
City Clerk	(<i>ecg</i>)	

EXPLANATION FOR RETURN OF ITEM:
<i>Let's give some background on this such as what the system is, what's done, what's not, if it is involved, reason for the delay etc.</i> <div style="text-align: right;"><i>Permy</i></div>

(Below Space For City Clerk's Use Only)

RCA Author:



CITY OF HUNTINGTON BEACH
Inter Office Communication
Building and Safety Department

TO: City Clerk's Office

FROM: Beverly Braden, Principal Administrative Analyst *B. Braden*

DATE: May 19, 2004

SUBJECT: **Municipal Software – Cityview Permits Software Escrow Agreement**

The attached original letter from Jones, Emery, Hargreaves, Swan is to document the receipt of software code for our Permit System, pursuant to the contract entered into between Municipal Software and the City of Huntington Beach, and should be retained with said contract.

A copy of this letter will remain in my project file as well.

Bb:b

Cc: Ross Cranmer, Director of Building & Safety

2004 MAY 19 P 2:16
CITY CLERK
CITY OF
HUNTINGTON BEACH, CA

JONES EMERY HARGREAVES SWAN
BARRISTERS, SOLICITORS, NOTARIES PUBLIC, TRADEMARK AGENTS

GEORGE F. JONES, Q.C.
PETER VAARTNOU*
PHILIP J. PENNER*
MAILYNE OUELLET

MICHAEL J. HARGREAVES*
ANTHONY R. BORZONI*
JOHN S. WALDIE*

TERRANCE D. SWAN*
PATRICK C. TRELAWNY*
JENNIFER COULTER

SUITE 1212, 1175 DOUGLAS STREET
VICTORIA, BRITISH COLUMBIA
CANADA V8W 2E1

PHONE: (250) 382 7222
FAX: (250) 382-5436
E-MAIL: ptrelawny@jonesemery.com

ASSOCIATE COUNSEL: E.H. ALAN EMERY, Q.C.

OUR FILE: 01-0787

April 29, 2004

TO: Beneficiary Under
Municipal Software Corporation
Escrow Agreement dated June 4, 2001

Dear Sir or Madam:

Re: Municipal Software Corporation
CityView Software - Version 8.1.984
Escrow Agreement dated June 4, 2001

We are escrow agents for the CityView Software source code escrow under the above-noted Escrow Agreement.

We have been notified by Municipal Software Corporation that your organization is a beneficiary under the Escrow Agreement.

Please be advised that on January 26, 2004 we received a CD with accompanying certificate from Municipal Software Corporation confirming that the CD contained updated source code for CityView, Version 8.1.894 which we hold in accordance with the terms of the Escrow Agreement.

We are providing you with this notice as required pursuant to paragraph 3 of the Escrow Agreement.

Yours truly,

Per:



PATRICK C. TRELAWNY

PCT:am

c: Municipal Software Corporation - Attention: Sue Leuchter

CITY OF HUNTINGTON BEACH

MEETING DATE: February 2, 2004

DEPARTMENT ID NUMBER: BD 2004-1

Council/Agency Meeting Held: <u>2-2-2004</u>		<i>Patty Espartero</i> Deputy City Clerk's Signature
Deferred/Continued to: _____		
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Conditionally Approved	<input type="checkbox"/> Denied
Council Meeting Date:	February 2, 2004	Department ID Number: BD 2004-1

**CITY OF HUNTINGTON BEACH
REQUEST FOR ACTION**

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL

SUBMITTED BY: RAY SILVER, CITY ADMINISTRATOR *res*

PREPARED BY: ROSS CRANMER, BUILDING & SAFETY DIRECTOR *Ross*

SUBJECT: APPROVE PROFESSIONAL SERVICES CONTRACT WITH
MUNICIPAL SOFTWARE FOR THE CITY-WIDE PERMIT SYSTEM

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

Statement of Issue:

Transmitted for your consideration is a request to enter into a Professional Services Contract, in the amount of \$120,000, with Municipal Software Corporation for the completion of Phase 1, plus Phases 2, 3, and 4 of the City-Wide Permit System.

Funding Source:

Existing appropriation of \$120,000 in the approved Capital Project Fund budget for Professional Services (account number 30156001.69365).

Recommended Action:

Motion to:

1. "Adopt Findings for a Sole Source Contract and Approve and Authorize the Mayor and City Clerk to execute the Professional Services Contract with Municipal Software Corporation in the amount of \$120,000, for the completion of Phase 1, plus Phases 2, 3, and 4 of the City Wide Permit System."
2. Authorize the Director of Building & Safety to expend \$120,000 for Professional Services to complete Phase 1, plus Phases 2, 3, and 4 of the City Wide Permit System."

REQUEST FOR ACTION

MEETING DATE: February 2, 2004

DEPARTMENT ID NUMBER: BD 2004-1

Alternative Action(s):

The City Council may make the following alternative motion(s):

1. "Deny the Professional Services Contract between the City and Municipal Software Corporation."
2. "Continue the item and direct staff accordingly."

Analysis:

A. PROJECT BACKGROUND:

A professional service agreement was established on December 17, 2001 for the software design and implementation of a City-Wide permit system. Municipal Software was chosen due to the product being the best on the market and competitively priced. When this contract was originally agreed to, staff anticipated that two years would provide sufficient time to complete the project. Testing of the system has been delayed due to City staffing changes and time constraints due to outside issues. With all of our attention directed to the implementation of the project, we overlooked the fact that the original contract had expired. The purpose of this RCA is to approve a new contract to allow the vendor time to finish the project and additional funds to support the expanded training and additional forms and reports. The \$120,000 is within the original budget for the overall permit project.

The project is in testing for Phase I, which is scheduled for implementation in February. The majority of the basic design work is in Phase I, thus the other Phases will be implemented more rapidly.

B. SCOPE OF WORK:

Municipal Software Corporation will complete Phase 1 Testing (Implementation) Phase 2 (Public Works and Fire Permits), Phase 3 (GIS), and Phase 4 (Internet) as identified in the attached Exhibit A (Scope of Work).

C. CONSULTANT SELECTION PROCESS:

The City distributed a Request for Proposal to three (3) qualified firms in 2001, for the software design and implementation of a City-Wide Permit System. The three firms included:

- Municipal Software Corporation
- Accela, Inc.

REQUEST FOR ACTION

MEETING DATE: February 2, 2004

DEPARTMENT ID NUMBER: BD 2004-1

- Tidemark Solutions (now Accela)

Municipal Software Corporation was selected based on flexibility, ease of use and the lowest bid for the system.

D. FINDING FOR SOLE SOURCE:

Pursuant to Section 33.03.060 (b) there are extraordinary circumstances to eliminate the RFQ requirement and complete the software design and implementation with Municipal Software. The consultant has almost completed Phase 1 of the contract dated December 17, 2001. A new consultant would result in significant cost increases; therefore sole sourcing is justified.

E. STAFF RECOMMENDATION:

Staff recommends the City Council approve the contract with Municipal Software Corporation, in the amount of \$120,000.00, and authorize the Mayor and City Clerk to execute the documents.

Environmental Status:

Not Applicable

Attachment(s):

City Clerk's Page Number	No.	Description
	1	Contract with Municipal Software Corporation
	2	Approved Waiver for Insurance Deductible
	3	Insurance Certificates
	4	Purchasing Certificate
	5	Municipal Software Proposal dated April 23, 2001
	6	Request for Proposal/Project Specifications dated April 2001

RCA Author: **Cranmer**



CITY OF HUNTINGTON BEACH

2000 MAIN STREET

CALIFORNIA 92648

OFFICE OF THE CITY CLERK

CONNIE BROCKWAY
CITY CLERK

LETTER OF TRANSMITTAL OF ITEM APPROVED BY THE CITY COUNCIL/ REDEVELOPMENT AGENCY OF THE CITY OF HUNTINGTON BEACH

DATE: 2-5-2004

TO: MUNICIPAL SOFTWARE CORP. ATTENTION: ROBERT E. BENNETT
Name
4464 MARKHAM ST., STE 1101 DEPARTMENT: PRESIDENT
Street
VICTORIA, BC V8Z 7X8 REGARDING: _____
City, State, Zip
CANADA

See Attached Action Agenda Item E6 Date of Approval 2/2/2004

Enclosed For Your Records Is An Executed Copy Of The Above Referenced Agenda Item.

Remarks:

Connie Brockway

Connie Brockway
City Clerk

Attachments:	Action Agenda Page	Agreement RCA	Bonds Deed	Insurance Other
CC: <u>R. CRAMER</u>	<u>BLOG + SAFETY</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Name	Department	RCA	Agreement	Insurance
<u>C. MENDOZA</u>	<u>RISK MGMT</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Name	Department	RCA	Agreement	Insurance
_____	_____	RCA	Agreement	Insurance
Name	Department	RCA	Agreement	Insurance
_____	_____	RCA	Agreement	Insurance
Name	Department	RCA	Agreement	Insurance

ATTACHMENT 1

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
MUNICIPAL SOFTWARE CORPORATION FOR
SOFTWARE DESIGN & IMPLEMENTATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 2nd day of FEBRUARY 2004, by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY, and MUNICIPAL SOFTWARE CORPORATION, a British Columbia corporation, authorized to conduct business in the State of California, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to design and implement City View software; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Ian Carmichael who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence as soon as practicable after the execution of this Agreement by CITY (the "Commencement Date"). This Agreement shall expire on February 2, 2006, unless sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than February 2, 2006 from the Commencement Date of this Agreement. These times may be extended with the written permission of CITY. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional

compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall

approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any other similar form of limitation on the required coverage except with the express written consent of CITY. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. shall state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and

all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the *California Government Code*.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Ross Cranmer
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Robert E. Bennett, President
Municipal Software Corporation
4464 Markham Street, Suite 1101
Victoria, BC V8Z 7X8, Canada

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement

which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the *United States Code* regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof,

each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW


This Agreement shall be governed and construed in accordance with the laws of the State of California.

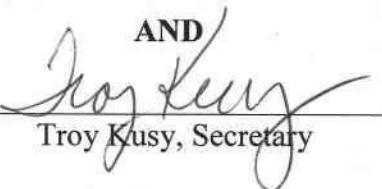
27. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supercede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized offices the day, month and year first above written.

MUNICIPAL SOFTWARE CORPORATION, a British Columbia corporation

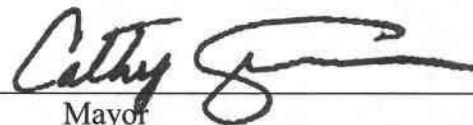
By: 
Robert E. Bennett, President

AND
By: 
Troy Kusy, Secretary

REVIEWED AND APPROVED:


City Administrator

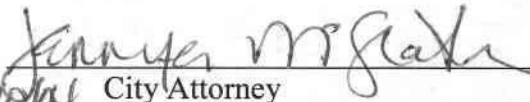
CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California


Mayor


ATTEST:


City Clerk 2/5/04

APPROVED AS TO FORM:


1/20/04 City Attorney

INITIATED AND APPROVED:


Director of Building & Safety

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
MUNICIPAL SOFTWARE CORPORATION FOR
SOFTWARE DESIGN & IMPLEMENTATION SERVICES

Table of Contents

1	Scope of Services	1
2	City Staff Assistance	2
3	Term; Time of Performance	2
4	Compensation	2
5	Extra Work	2
6	Method of Payment	3
7	Disposition of Plans, Estimates and Other Documents	3
8	Hold Harmless	3
9	Professional Liability Insurance	4
10	Certificate of Insurance	5
11	Independent Contractor	6
12	Termination of Agreement	6
13	Assignment and Delegation	6
14	Copyrights/Patents	7
15	City Employees and Officials	7
16	Notices	7
17	Consent	8
18	Modification	8
19	Section Headings	8
20	Interpretation of this Agreement	8
21	Duplicate Original	9
22	Immigration	9
23	Legal Services Subcontracting Prohibited	9
24	Attorney's Fees	10
25	Survival	10
26	Governing Law	10
27	Entirety	10

Exhibit A

Scope of Work

A. STATEMENT OF WORK:

MUNICIPAL will continue to provide the following services (pursuant to Proposal dated April 23, 2001 and City's Request for Proposal/Project Specifications dated April, 2001, both attached hereto):

- 1) Provide 75 concurrent licenses of CityView and services as dictated by its Annual Software Maintenance Agreement. Licenses may increase to 100 as needed.
- 2) Provide Project Management, System Design and Implementation of City View as follows:
 - i. The City will implement the CityView system in phases. Inherent in each phase will be the design/planning for an Interactive Voice Recognition System (IVR), Internet, and Field deployment, where applicable.
 - ii. The first phase will include scoping the entire project and importing the property data that will be used throughout the system. Training will take place as each phase is completed. After the completion of phase one, *SysAdmin*, *Reporter* and *Designer* training will be delivered along with *Essentials* and *Application* training for users of Business Licensing and Code Enforcement. Subsequent phases will involve only *Essentials* and *Application* training for the users of each new module.
 - iii. Phase One: Business Licensing and Code Enforcement, (20 forms); Building Permitting and Plan Checks, (25 forms); Planning and Pre-Construction, (25 forms); Planning and Pre-Construction, (25 forms)
 1. Pre- Training (Subject Matter Expert Training in City View Essentials 2 days) (COMPLETE)
 2. Data Collection and Project Scope (data collection and scope document prepared) (COMPLETE)
 3. Implementation/Customization – Prototype Development (COMPLETE)
 4. Training (7days) (COMPLETE)
 5. Implementation/Customization – User review, form refinement and data conversion (FINAL ACCEPTANCE PENDING)
 - iv. Phase Two: Public Works and Fire Permits, (30 forms)
 1. Implementation/Customization – Prototype Development
 2. Implementation/Customization – User review, form refinement
 3. Training (4 days)
 - v. Phase Three: GIS
 1. Implementation & Activation
 - vi. Phase Four: Internet
 1. Implementation & Activation

Exhibit A

Scope of Work

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

- 1) Provide knowledgeable personnel, experienced in implementation who will provide leadership, advice and support in the application design, data management, conversion, and testing.
- 2) Assist City with the assessment of gaps or inconsistencies between current processes and application processes, and develop strategies and approaches to resolve gaps or inconsistencies.
- 3) Define data conversion approach and assist in the conversion of existing data.
- 4) Review City's proposed hardware, operating system, and database to insure system performance will meet or exceed existing performance of the City's Legacy system.

C. CITY'S DUTIES AND RESPONSIBILITIES:

- 1) Provide knowledgeable personnel, experienced in the City's processes and requirements and authorize them to make decisions and perform the activities required for the City to implement the application software.
- 2) Provide a Project Manager who will be responsible for the day-to-day management of the project, report progress to the Executive Sponsor, manage the project budget, and develop/monitor project plans and schedules.
- 3) Provide Project Team/Subject Matter Experts who have in-depth knowledge of the City's existing business processes, procedures, systems, personnel and reporting, as well as a solid understanding of the City's future direction and related requirements. Team members are expected to participate in the project at least 50% of their time during the scoping/design/testing phase. The following are the expected responsibilities of the team members:
 - i. Attend scheduled training sessions
 - ii. Act as focal point for issues affecting their application area
 - iii. Develop and maintain procedures within their application area
 - iv. Develop end-user training manuals
 - v. Test and troubleshoot issues in their application area
- 4) Provide Technical personnel to establish, operate and support both the test and production environments for the Permit System. Their responsibilities include:
 - i. Knowledge of the hardware, operating system, and databases
 - ii. Participate in the initial software installation and cumulative updates
 - iii. Configure the test and production environments. Help determine any scalability issues during test environment and for updates
 - iv. Manage test and production environments, including networks, servers, workstations and their connectivity
 - v. Provide technical solutions to hardware issues.
 - vi. Responsible for managing interfaces
 - vii. Accept system into production
 - viii. Maintain system including daily backups

Exhibit A

Scope of Work

D. PROJECT SCHEDULE:

- 1) Phase One: Business License and Code Enforcement, Building Permitting and Plan Checks, Planning and Pre-Construction: February 2004
- 2) Phase Two: Public Works and Fire Permits: December 2004
- 3) Phase Three: GIS Activation: March 2005
- 4) Phase Four Internet Activation: June 2005

This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

Exhibit B

Payment Schedule

In return for the completion of the work shown in Exhibit "A" to be provided by MUNICIPAL SOFTWARE ("MUNICIPAL") pursuant to the terms of this Agreement, City of Huntington -Beach ("CITY") shall pay as follows:

ANNUAL SOFTWARE MAINTENANCE:

\$30,000 for 75 Licenses. Note additional licenses may be required as users are needed.

DESIGN/IMPLEMENTATION:

The City will implement its CityView system in phases. Inherent in each phase will be the design/planning for Interactive Voice Recognition (IVR), the Internet and Field deployment, where applicable. The cost of the balance of the project is currently valued at \$120,000. The City understands that costs for data conversion and the number of forms required are estimates and may vary.

PHASE ONE

Business Licensing and Code Enforcement (20 forms); Building Permitting and Plan Checks (25 forms); Planning and Pre-Construction (25 forms)

Implementation/Customization: (user review, form refinements and data conversion):

Acceptance pending final refinement and testing.

Training:

\$200 per student plus \$1,000 trainer per diem plus expenses as needed.

PHASE TWO

Public Works and Fire Permits (30 forms)

Implementation/Customization (Public Works and Fire Prototype):

\$9,450 invoiced upon City's acceptance of the scope document.

Implementation/Customization (user review, form refinements):

\$10,950 invoiced upon scheduled User Review.

Training (4 days):

\$13,200 invoiced prior to scheduled training and due on or before the first day of training⁽¹⁾.

PHASE THREE

GIS

Implementation/Activation: (user review and refinements):

Cost included in previous phases

Exhibit B Payment Schedule

PHASE FOUR

Internet

Implementation/Activation: (user review and refinements):
Cost included in previous phases

ALL OTHER CONSULTING SERVICES

Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Should the budgeted amounts for any step be reached, MUNICIPAL will stop work on that step until new funds are approved. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

OTHER:

Charges for time during travel are normally not reimbursable and will only be paid if such time is actually used in performing services for CITY or as otherwise arranged with CITY.

Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by MUNICIPAL shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

MUNICIPAL shall submit to CITY an invoice for each progress payment due. Such invoice shall:

- 1) Reference this Agreement;
- 2) Describe the services performed;
- 3) Show the total amount of the payment due;
- 4) Include a certification by a principal member of MUNICIPAL's firm that the work has been performed in accordance with the provisions of this Agreement; and

Upon submission of any such invoice, if CITY is satisfied that MUNICIPAL is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify MUNICIPAL in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by MUNICIPAL is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

⁽¹⁾ Invoices to be submitted to Project Manager three (3) weeks prior to scheduled training.

ATTACHMENT 2



INSURANCE AND INDEMNIFICATION WAIVER MODIFICATION REQUEST

RECEIVED

JAN 16 2004

City of Huntington Beach
City Attorney's Office

1. Requested by: Jan Richards/Building & Safety
2. Date: January 15, 2004
3. Name of contractor/permittee: Municipal Software, Inc.
4. Description of work to be performed: Permit software system implementation
5. Value and length of contract: \$120,000; two years for completion (into second year)
6. Waiver/modification request: Deductible
7. Reason for request and why it should be granted: Deductible amount is insignificant compares to contract. Need to ensure contract completion.
8. Identify the risks to the City in approving this waiver/modification: Municipal Software Inc would be responsible for the deductible.

RD

Department Head Signature

1/15/04
Date:

APPROVALS

Approvals must be obtained in the order listed on this form. Two approvals are required for a request to be granted. Approval from the City Administrator's Office is only required if Risk Management and the City Attorney's Office disagree.

1. Risk Management

☒ Approved ☐ Denied

[Signature]
Signature

1/15/04
Date

2. City Attorney's Office

☒ Approved ☐ Denied

[Signature]
Signature

1/15/04
Date

3. City Administrator's Office

☐ Approved ☐ Denied

[Signature]
Signature

1-20-04
Date

If approved, the completed waiver/modification request is to be submitted to the City Attorney's Office along with the contract for approval. Once the contract has been approved, this form is to be filed with the Risk Management Division of Administrative Services

ATTACHMENT 3

HENDRY, SWINTON, MCKENZIE

INSURANCE SERVICES INC.

830 Pandora Ave., Victoria, BC V8W 1P4 Phone (250) 388-5555 Fax (250) 388-5959

TO: The City of Huntington Beach 2000 Main Street
Huntington Beach, California 92648

Attn: Risk Management

Certificate of Insurance

600.10
CITY CLERK
VAULT COPY

Dated: January 8, 2004

COPY TO RISK MGMT
2-5-04 (M)

This is to Certify
that

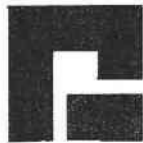
Insurance as described hereunder has been arranged on behalf of the Assured named herein and that such Insurance, at the date hereof, is in full force and effect.

Insured:	Municipal Software Corporation 1101-4464 Markham Street Victoria, B.C. V8Z 7X8	APPROVED AS TO FORM <i>[Signature]</i> ANTHER McGRATH ATTORNEY	Effective: August 29, 2003
Payee:	N/A		Expires: August 29, 2004
POLICY NUMBER		COMPANY	SUM INSURED OR LIMITS OF LIABILITY
#8137086		GCAN Canada Insurance Company	\$2,000,000.00 Each Occurrence / Aggregate
Interest Insured:	COMMERCIAL GENERAL LIABILITY - Covers legal liability as imposed by law for bodily injury or property damage resulting from the business operations of the named insured, subject to a \$2,500.00 occurrence in Canada and other foreign property damage and bodily injury deductible and \$10,000.00 U.S.A. occurrence property damage and bodily injury deductible; subject to policy extensions and exclusions. Includes the following: Products & Completed Operations; Blanket Contractual Liability; Employees as Additional Insureds; Contingent Employer's Liability; Broad Form Property Damage; Incidental Malpractice; Broad Form Automobile; Broad Named Insured; Personal Injury Liability; Non-Owned Automobile S.P.F. No.6; Medical Payments \$1,000.00 any one person, \$10,000.00 any one accident; Tenants Legal Liability, \$750,000.00. Municipal Software Corporation is responsible for the Deductible. This policy excludes any U.S. employees and Professional Liability		
IT IS HEREBY UNDERSTOOD AND AGREED THAT City of Huntington Beach Building Department 2000 Main Street Huntington Beach, CA 92648, it agents, officers and employees, The Redevelopment Agency of the City of Huntington Beach, are added as an Additional Insured with 30 Days notice of cancellation but only with respect to the operations performed by or on behalf of the named insured. Such insurance as is afforded by this extension does not insured liability arising out of the operations of the additional insured or its employees.			
City of Huntington Beach Building Department 2000 Main Street Huntington Beach, CA 92648			
Conditions:	The Insurance described above is subject to the limitations, exclusions and conditions contained in the policies.		

HENDRY, SWINTON, MCKENZIE INSURANCE SERVICES INC.

THE POLICY MAY CONTAIN A CLAUSE(S) WHICH LIMITS THE AMOUNT PAYABLE

5212



GCAN Insurance Company

THIS POLICY HAS BEEN SIGNED FOR THE INSURER BY ITS PRESIDENT AND SHALL NOT BE VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURER. IF A SUBSCRIPTION, THIS POLICY SHALL NOT BE VALID UNLESS SIGNED BY THE INSURERS OR THEIR AUTHORIZED REPRESENTATIVES.

COUNTERSIGNED:

AUTHORIZED REPRESENTATIVE

PRESIDENT

THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE



GCAN INSURANCE COMPANY
(Hereinafter called the Insurer) HEAD OFFICE: TORONTO, ONTARIO M5G 1V6

COMBINED BUSINESS POLICY

DECLARATIONS

RENEWAL CERTIFICATE

POLICY NO. 8138431

In consideration of the premium and the statements of the Insured contained in the Declarations hereon, the Insurer agrees with the Insured named in the Declarations to insure as provided and limited in this policy, its forms and endorsements. If more than one Insurer subscribes to any part of this policy, the provisions set in the attached subscription forms apply in lieu of the foregoing.

NAME OF INSURED: MUNICIPAL SOFTWARE CORPORATION
POSTAL ADDRESS: 2ND FLOOR, 1623 MCKENZIE AVENUE
VICTORIA, BC V8N 1A6
BUSINESS OF INSURED: COMPUTER SOFTWARE DEVELOPERS AND INSTALLERS
POLICY PERIOD: August 29, 2003 TO August 29, 2004
(12:01 a.m. standard time at the postal address of the Insured)
TOTAL PREMIUM: \$18,395
BROKER NO.: 2310 HENDRY, SWINTON, MCKENZIE INS. SERVICES INC.

**** THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE ****



POLICY NO. 8138431

DECLARATIONS

LOCATION(S) INSURED

LOCATION 1: 2ND FLOOR, 1623 MCKENZIE AVENUE
VICTORIA, BC V8N 1A6

Insurance is provided for only those coverages and sections for which forms are attached and a specific limit of liability or specific indication of coverage is stated hereunder. Optional coverages and clauses afforded where shown. All amounts are shown in Canadian dollars unless endorsed hereon.

FORM NO.	DESCRIPTION OF COVERAGE	DEDUCTIBLE \$	CO-INSURANCE PERCENT	LIMITS \$
001 (10-96)	MORTGAGE CLAUSE - TERMINATION AGREEMENT - NOTICE TO INSURED - CURRENCY CLAUSE - TERMINATION CLAUSE: 30 DAYS			
00300	PROPERTY - MULTI PERIL-----			
00301CL (09-97)	INSURING AGREEMENTS-GENERAL EXCLUSIONS-STATUTORY CONDITIONS			
00317 (12-01)	BUSINESS PROPERTY INSURANCE PROPERTY OF EVERY DESCRIPTION (AS PER SCHEDULE ON FILE)	2,500	90	376,357
	EXTENSIONS OF COVERAGE	2,500		
	BY-LAWS			
	STATED AMOUNT			
	FLOOD	25,000		539,694
	EARTHQUAKE 10% OR MINIMUM	100,000		539,694
	SEWER BACK-UP	5,000		
	WATER DAMAGE	2,500		
	MISCELLANEOUS PROPERTY (AS PER SCHEDULE ON FILE)	5,000	90	162,337
	Subject to Replacement Cost as stated in the Basis of Loss Settlement clause of Form 00317.			
	OTHER COVERAGES AND ENDORSEMENTS:			
00312 (01-02)	TERRORISM EXCLUSION			
00313 (07-02)	DATA EXCLUSION			
00314 (03-03)	FUNGI AND SPORES EXCLUSION			

** THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE **



POLICY NO. 8130

(CONTINUED)

FORM NO.	DESCRIPTION OF COVERAGE	DEDUCTIBLE \$	CO-INSURANCE PERCENT	LIMITS \$
00500	LIABILITY - COMMERCIAL GENERAL			
00501 (09-97)	BODILY INJURY AND PROPERTY DAMAGE LIABILITY			
	Inclusive Each Occurrence			
	Aggregate - Products and Completed Operations Hazard			2,000,000
	Bodily Injury and Property Damage Deductible			2,000,000
	Blanket Contractual Liability			
	Employees as Additional Insured			
	Contingent Employer's Liability			
	Broad Form Property Damage			
	Incidental Malpractice			
	Broad Form Automobile			
	Broad Named Insured			
	PERSONAL INJURY LIABILITY			
	MEDICAL PAYMENTS			
	TENANTS LEGAL LIABILITY			
	NON-OWNED AUTOMOBILE COVERAGE - SPF #6			
	ADDITIONAL INSURED(S):			
	-CITY OF HUNTINGTON BEACH, IT'S AGENTS, OFFICERS AND EMPLOYEES			
	-NATIONAL LEASING GROUP			
	-TYCO CAPITAL (CANADA) INC.			
	-CIT FINANCIAL LTD.			
	-MTC LEASING INC.			
	OTHER COVERAGES, EXCLUSIONS, LIMITATIONS AND ENDORSEMENTS:			
	Misinterpretation of Date Exclusion			
	TERRORISM EXCLUSION			
	DATA EXCLUSION			
	TOTAL ASBESTOS EXCLUSION			
	FUNGI AND FUNGAL DERIVATIVES EXCLUSION			
00530 (10-98)				
00536 (01-02)				
00537 (01-02)				
00539 (01-03)				
00540 (01-03)				

Jan 13, 2004

** THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE **

Page 4 of 4

**Assessment Department Location**

Mailing Address
PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

6951 Westminster Hwy
Richmond BC
V7C 1C5
www.worksafebc.com

Clearance Section

Telephone 604 244 6180
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

MUNICIPAL SOFTWARE CORPORATION
ATTN: ERIKA LEBLANC
4464 MARKHAM ST SUITE 1101
VICTORIA BC V8Z 7X8

January 14, 2004

Person/Business: MUNICIPAL SOFTWARE CORPORATION
008402 - AA (021)

We confirm that the above-mentioned account is currently active and in good standing.

This firm has had continuous coverage with us since January 01, 1997 and has satisfied assessment remittance requirements to January 01, 2003.

The next payment that will affect this firm's clearance status is due on February 28, 2004.

This information is provided for the purposes of Section 51 of the *Workers Compensation Act*, which indicates that a person using a contractor or subcontractor to perform work may be responsible for unpaid assessments of the contractor or subcontractor.

Employer Service Centre
Assessment Department

Clearance Reference #: 223761
CLRA1A-6

484087

Now you can get clearance letters, report payroll and pay premiums online.
Go to www.worksafebc.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.

To alter this document constitutes fraud.

**Municipal Software Corporation**

4464 Markham Street, Suite 1101, Victoria, BC, Canada V8Z 7X8

Phone: (250) 475-6600 Fax: (250) 475-6080

Toll Free: 1-800-665-5647

E-mail: CityView@MunicipalSoftware.com

Fax

From:	1-714-374-1648	From:	Dana Adams
To:	Jan Richards	Pages:	2 Including cover page
Company:	City of Huntington Beach	Date/Time:	January 14, 2004
Copy:	Risk Management	Fax:	1-714-536-5212
Subject:	Workers Compensation Coverage	File No:	
<input type="checkbox"/> Urgent	<input checked="" type="checkbox"/> For Review	<input type="checkbox"/> Please Comment	<input type="checkbox"/> Please Reply
		<input type="checkbox"/> Please Recycle	

Jan,

Further to our discussion this morning, attached is a copy of the Clearance Certificate/Proof of Coverage for Municipal Software Corporation. This type of coverage, provided by the Workers Compensation Board, is a mandatory coverage and is automatically renewed by the Workers Compensation Board and our next payment will be made by February 28, 2004.

Hope this provides you with the information you require. Feel free to contact me to discuss any questions you may have.

Best regards,




ATTACHMENT 4



PROFESSIONAL SERVICE CONTRACTS PURCHASING CERTIFICATION

1. Requested by: Jan Richards
2. Date: January 20, 2004
3. Name of consultant: Municipapl Software Corporation
4. Description of work to be performed: Permit Software Implementation
5. Amount of the contract: \$120,000.00
6. Are sufficient funds available to fund this contract?¹ ☒ Yes, ☐ No
7. Company number and object code where funds are budgeted: 30156001.69365
8. Is this contract generally described on the list of professional service contracts approved by the City Council?¹ ☐ Yes, ☒ No
9. Is this contract within \$25,000 or 25% (whichever is less) of the amount stated on the list of professional service contracts approved by the City Council?¹
☐ Yes, ☒ No
10. Were (at least) informal written proposals requested of three consultants?
☒ Yes, ☐ No
Explanation: RFQ performed on previous contract
11. Attach list of consultants from whom proposals were requested (including a contact telephone number).
12. Attach proposed scope of work.
13. Attach proposed payment schedule.


RICHARD AMADRIL, Manager
Purchasing/Central Services

¹ If the answer to any these questions is "No," the contract will require approval from the City Council.

ATTACHMENT 5

Municipal Software Corporation
1623 McKenzie Avenue
Victoria, British Columbia
Canada, V8N 1A6

*City of Huntington
Beach*

CityView®
AUTOMATING SYSTEMS
for LOCAL GOVERNMENTS

Proposal for:

City-Wide Permit System

Submitted By:



Municipal
SOFTWARE

Document Contents

Section 1	EXECUTIVE SUMMARY.....	1
Section 2	MUNICIPAL SOFTWARE CORPORATION.....	2
2.1	Our Mandate.....	2
2.2	History.....	2
2.3	Corporation Duration and Ownership	2
2.4	Government Software Experience.....	2
2.5	Services	3
	Project Management.....	3
	Implementation/Customization.....	3
	Data Conversion.....	3
	Training	3
	Annual Software Maintenance program (ASM).....	3
	Newsletter Subscription.....	4
	Annual User Group Conferences.....	4
	CityView Web site.....	4
	Partners.....	4
Section 3	ABOUT CITYVIEW	5
3.1	CityView Features.....	5
	Forms.....	5
	Reports	5
	Database	6
	Mapping	6
	Security.....	7
	Images.....	7
	Future of CityView and the Web.....	7
3.2	Mobile and Wireless Computing.....	7
3.3	Your CityView System	7
Section 4	MAINTENANCE and SUPPORT.....	9
4.1	Software Maintenance.....	9
4.2	Technical Support.....	9
Section 5	TECHNICAL SPECIFICATIONS.....	11
5.1	Environment.....	11
5.2	Database	11
5.3	Mapping (CityView uses ESRI MapObjects)	12
5.4	Security	12
Section 6	PRODUCT PRICING	14

Document Contents

6.1 Software Licenses	14
6.2 Annual Software Maintenance (ASM).....	14
Section 7 IMPLEMENTATION METHOD and COSTS	15
7.1 Initial Subject Matter Expert Training.....	15
7.2 Site Visit.....	15
7.3 Scope Document.....	15
7.4 Prototype Forms	16
7.5 User Review	16
7.6 Form Refinement.....	16
7.7 Data Conversion	16
7.8 Training.....	17
Section 8 DELIVERY AND IMPLEMENTATION SCHEDULE.....	19
Section 9 COST SUMMARY	20
9.1 Software and Implementation Services	20
9.2 Expenses	20
9.3 Financing	22



City of Huntington Beach
City-Wide Permit System

Section 1 EXECUTIVE SUMMARY

We are very pleased to have the opportunity to provide the City of Huntington Beach with the following proposal. We believe that we can provide the City with the software and services that meet the requirements of all your users.

CityView was programmed to deal with the specific needs of each local government. It is open and flexible enough to fit with any business process. The City of Huntington Beach's requirements can be met through our method of implementation where we help you to create your forms and processes in CityView. Existing databases and forms are available for use, however given the unique requirements of the City and other cities across North America, we find our implementation approach to be the best methodology to getting up and live.

We have provided cost estimates based on what we have experienced in the past with other local governments. Of course these costs will change based on the exact number of licenses purchased, the exact number of forms to be implemented and the number of people the City wishes to train. Based on our assumptions and the information provided, your project will cost ~~\$340,950~~. We can also provide financing to the City, which works out to a monthly fee of \$110.38/License.

322,090
Once again, thank-you for the opportunity to respond! If you have any questions please do not hesitate to contact:

Steven Favalaro

Municipal Software Corporation
Telephone: 1-800-828-9284
Email: sfavalaro@municipalsoftware.com

Section 2: MUNICIPAL SOFTWARE CORPORATION

2.1 Our Mandate

Municipal Software Corporation is focused on providing our clients the software and knowledge necessary to make their organizations more efficient and productive. Our mandate is: "provide systems that are capable of being installed on time, on budget and that perform beyond the computer user's level of expectation." We believe that computer users dictate the role of computer systems and software developers - not the other way around.

2.2 History

Our interests in local government are deeply rooted. Two former local government employees, one a planner and the other a computer scientist founded the company in 1982. At that time PCs were a fledgling technology but both founders felt that PCs were the future. Therefore, they developed software to run on these new computers - software designed by local government users for local government users. Since most local governments lagged technologically compared to the private sector, the company spent its early years supplying local governments with PCs, networks, and third party software such as word processors, along with the software it had developed.

In the early 1990's the company decided to divert its resources entirely to its flagship software. Our past experience with hardware, networks and municipal systems is embodied in the software and allows us to understand your needs better. The software has continued to be refined and updated over the last 18 years to reflect changes in both technology and local government.

Municipal Software Corporation is a leader in the local government marketplace. The company has experienced 100% growth as a result of the refocusing and our client base now stretches across North America.

2.3 Corporation Duration and Ownership

Municipal Software Corporation was founded in 1982 by two former local government employees as a private corporation and continues to operate as a private corporation currently owned by four partners.

2.4 Government Software Experience

Municipal Software deals exclusively with local governments across North America. As a result, we are a valuable information pool that municipalities can tap, for both systems automation knowledge and general information about local government operations. Municipal Software is not diverted by other interests. The local government marketplace is a definite niche - it is our niche. For most companies this market is a sideline business; for us it is our only business!

In the early 1990s, the company decided to divert its resources entirely to its flagship software "CityView". The software has continued to be refined and updated over the last 18 years to reflect changes in both technology and local government. We plan to remain in the local government marketplace. We will keep pace with technology so our clients can keep pace.

Section 2 : MUNICIPAL SOFTWARE CORPORATION

The software will continue to develop and embody all that we learn from our clients. Municipal Software Corporation is committed to providing local governments with the software and support they need.

Since the initial release of CityView, Municipal Software has continually invested in the development of the software. This development is directed by the client base and facilitated through the Annual Software Maintenance program. The most recent release of CityView (version 7) is the 4th complete rewrite of the software

2.5 Services

Municipal Software can provide a complete range of services to assist the City of Huntington Beach in implementing and maintaining CityView.

Project Management

The Project Manager can conduct an on-site visit and will work in conjunction with City representatives to review existing systems and business processes, and gather existing data sources, in order to design the City's database and form requirements for CityView.

Implementation/Customization

Services provided by Municipal Software Corporation, once the business process of a particular phase of implementation has been approved, will include the development and customization of necessary prototype on-screen forms, and reports, most of which will be conducted in Municipal Software's offices.

Data Conversion

Municipal Software can take all sources of digital data, including City Assessment or Property data, any historical data in digital format, and convert it to CityView. In addition, CityView can directly use common forms of GIS or digital mapping, such as ArcView™, ArcInfo™, AutoCAD™, DXF, GeoTiff and many others.

Training

Municipal Software presents a series of full, in-depth and comprehensive course programs designed to provide clients with the required skills, tools, and time saving tips and techniques to increase their proficiency in the operation of CityView. Courses range from hands-on introductory overviews for new users and non-technical managers, to more advanced and custom application training for key operators, technicians and system administrators. Training course material is presented in a hands-on environment, and conducted at a location and schedule which is convenient for our clients.

A complete outline of training courses available through Municipal Software is included for your information as Appendix A.

Annual Software Maintenance program (ASM)

The ASM entitles CityView clients to a limited quantity (based on the number of CityView licenses purchased) of free monthly support, using a toll-free line for clients, during which they may receive advice on any issue relating to the CityView software, as well as all upgrades and enhancements to the software at no extra charge. These upgrades are supplied between 2 to 4 times each year via CD, or may be downloaded directly from our FTP site. The ASM

Section 2 : MUNICIPAL SOFTWARE CORPORATION

also provides the client with a free subscription to "CityView" a regularly published newsletter, and an invitation to the Annual User Conference.

Newsletter Subscription

A free Newsletter Subscription provides clients with "The CityView"; current and relevant information on product features and enhancements, as well as on general local government news.

Annual User Group Conferences

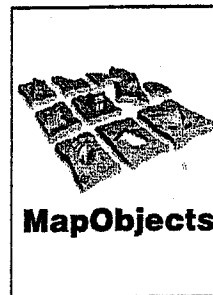
Annual User Conferences provide an excellent forum for sharing information, troubleshooting advice and peer support. Conferences usually consist of workshops and open discussion.

CityView Web site

The CityView Web site at www.MunicipalSoftware.com, provides a comprehensive and entertaining resource for keeping in touch with CityView and Municipal Software.

Partners

Municipal Software is a Microsoft Certified Solution Provider (MCSP)CSP, a strategic partner with Hewlett-Packard, and an ESRI Business Partner



Section 3 : ABOUT CITYVIEW

CityView is an easy-to-use, Windows based, systems automation software product designed specifically for local governments. It collects, tracks, stores and displays all types of information for various departments. CityView is flexible, customizable, versatile and scalable to any size organization. You can automate any system in your organization using CityView, increasing your efficiency and productivity.

3.1 CityView Features

Forms

Users can create and modify your forms and applications, add data fields, text, graphics and images to create perfect replicas of their existing forms.

CityView provides you with the flexibility and tools to be able to create your own forms and/or modify existing forms to automate any business process.

Reports

Users can create custom reports to compile statistics, flag bring forwards, or do any ad-hoc analysis. A Report Wizard is provided to make report writing very user friendly.

Section 3 : ABOUT CITYVIEW

CityView [Inspect.cvb]

File Edit Selection View Tools System Window Help

Inspections To Do Project Inspections Completed Inspections Outstanding Inspections Daily Inspection Log Permit Log Permits Issued

1623 McKenzie Ave
Anywhere, WA 98104
(800) 655-5847

Municipality of CityView

Outstanding Inspections

Month	Address	Permit No.	Inspection Type
Feb	2837 CARDEM PL	E2001-0008	Insulation
Apr	2811 SOOKE LAKE RD, # 41	E2001-0025	
Feb	2822 CARLOW RD	E2001-0005	Final
Feb	2837 CARDEM PL	E2001-0007	Footing / Piers
Feb	2837 CARDEM PL	E2001-0007	Foundation
Feb	2837 CARDEM PL	E2001-0007	HVAC
Feb	2837 CARDEM PL	E2001-0007	Framing
Feb	2837 CARDEM PL	E2001-0007	Insulation
Feb	2837 CARDEM PL	E2001-0007	Electrical
Feb	2837 CARDEM PL	E2001-0007	Floor Framing
Feb	2837 CARDEM PL	E2001-0007	Final
Feb	2837 CARDEM PL	E2001-0008	Foundation
Feb	2822 CARLOW RD	E2001-0005	Electrical

Start [Icons] [Inbox] [Proposa] [Proposa] [CityView] 100% 9:09 AM

Cityview's powerful Report Wizard allows you to generate accurate and detailed reports for all activities managed by CityView

Database

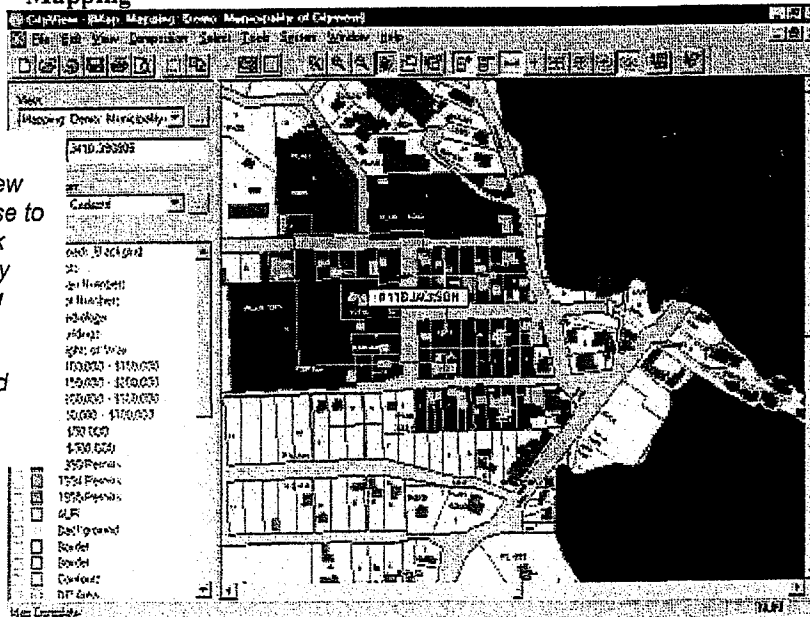
CityView allows municipalities to develop their own databases and seamlessly integrate with other municipal systems using ODBC (Open Database Connectivity).

Workflow

A sophisticated "expression builder" allows users to perform complicated calculations and operations such as e-mailing and calendar scheduling automatically.

Mapping

This graphic shows CityView mapping in use to create a quick geographically based mailing list. Note the rights of way marked by red lines.



Industry standard GIS and mapping formats such as Shapefiles (from ESRI's ArcView or ArcInfo), CAD files (such as from AutoDesk's AutoCAD), DXF, and GeoTiff geographically referenced aerial photos can be linked to property data through the forms. Maps can be displayed and printed to show property

Section 3 : ABOUT CITYVIEW

boundaries, zoning, infrastructure, etc.

CityView has incorporated the MapObjects GIS library from ESRI. This eliminates the need to import mapping data into a proprietary CityView format, as well as provides an enhanced feature set, such as display of raster data (digital ortho photos).

Security

Security features control access to a municipality's data and CityView menus. Security is used on Tables, Fields, and Commands for users and user groups.

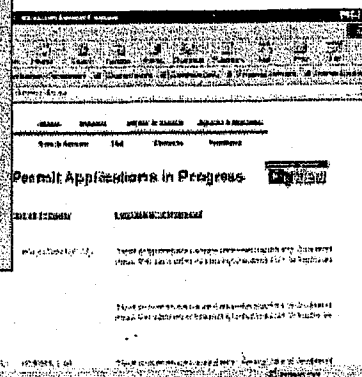
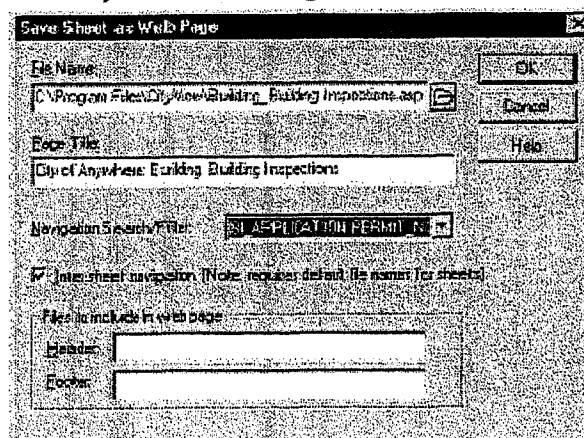
Images

Users can attach site plans, aerial photos and digital photos directly to property files.

Future of CityView and the Web

CityView 7.6 allows publishing reports and status information to the Web. Publish your forms and reports to the Web! Apply for permits on-line, schedule and check inspections from the field, reduce paperwork and improve service. Wireless connectivity with no HTML required! Currently under development, CityView 8 will allow the full deployment of all of your CityView business logic to the Internet through a simple migration. Investment in systems

designed and implemented today continues to pay off as technology evolves in the future!



3.2 Mobile and Wireless

Computing

CityView has the ability to Inspectors, contractors, and others the ability access CityView forms and reports via handheld wireless devices 24 hours and day 7 days a week. This access can be gained through any device with a connection to the World Wide Web. This will allow contractors and citizens to complete permit, license and other applications over the Web, as well as check the status of applications, make payments and more! CityView puts you in the drivers seat when it comes to E-government. With CityView you have the ability to make information and processes available to your citizens incrementally, without having to contract Web developers every time you want to add a new function.

offer appraisers

3.3 Your CityView System

Unlike most other software that is purchased in the form of preset modules with limited ability for customization, CityView is made to the specifications of your business processes from the

Section 3 : ABOUT CITYVIEW

table level up. This is the reason that CityView will be able to exactly meet every one of the application and report activities that the City-Wide Permit System requires.

In our 8 step implementation process we conduct site visits to examine your business processes and then create a scope document that details the scope of the project and the deliverables. This ensures that Municipal Software and the City can advance quickly in the production of your CityView system.

Municipal Software currently has clients using CityView for planning and zoning, building permitting and inspections, business licensing, code enforcement and complaint tracking, fire administration and emergency/911, parking tickets, cemetery administration, health departments, dog licensing, voter registration and more.

The tables and fields vary from client to client so it is not possible to provide a data map of how the City of Huntington Beach's system would appear. CityView is an open database structure and clients have the ability to view and modify all relationships contained therein.

Section 4 : MAINTENANCE and SUPPORT

4.1 Software Maintenance

New releases of CityView are developed using in-house programmers. Clients have the choice of receiving updates by CD or by downloading them from our FTP site which is accessible from our Web page on the Internet. Each new release of the software is complete and contains all the features included in previous releases. All releases are supplied at no additional charge as part of the Annual Software Maintenance Agreement. Municipal Software encourages all clients to take advantage of the features provided in the most recent release.

CityView is constantly evolving. The nature of our relationship with our clients is an integral part of that development. The relationship begins with the Annual Software Maintenance Agreement (ASM). This agreement provides not only regular support to the users through our toll free lines but also provides for all new releases, updates and enhancements at no extra charge. The development of CityView is funded directly from the ASM program. In addition, Municipal Software relies on its clients to provide guidance in the area of future development for CityView. We maintain a comprehensive database of features that are requested by our clients in e-mail or during telephone conversations, or that get generated internally. Clients are also provided a forum on our Web Page and also at our User Conferences to voice their suggestions and opinions.

At least two User Group Conferences are held each year. These conferences, facilitated by Municipal Software, are an opportunity for users to share some of their implementation strategies and processes that have been automated using CityView. They are also an opportunity for the users to advise Municipal Software in the development of CityView with features that would provide benefit to the entire user base.

Suggestions for software enhancements are incorporated into the software at no charge as part of the Annual Software Maintenance Agreement. The scheduling and priority for the development of the enhancements are determined by the degree of benefit the enhancement will provide the entire user-base.

4.2 Technical Support

Support and maintenance of the system for the City of Huntington Beach would be handled from our head office. Support is provided by telephone between the hours of 7:30 am and 5:30 pm PST. . Additional support packages can be negotiated should there be a need.

Our support department is trained to isolate a potential problem within 15 minutes via a toll-free support line for CityView Clients. In addition, we have the ability to connect directly via modem or Internet directly to the user's environment to assist in any diagnosis. We rely on the client to accurately describe the problem and attempt to isolate the area affected.

The goal of our support department is to resolve any issue on the same call and most issues are resolved in the same day. Clients receive an allotment of support at no charge as part of their Annual Software Maintenance Agreement and very seldom does that allotment not cover the

Section 4 : MAINTENANCE and SUPPORT

support required to resolve any issue. Assistance is provided until the issue is identified as either the software or the application of the software and then resolved.

The allotment of support provided to each Client at no charge, provides those Clients with access via our toll free telephone line, fax, email and our Web page.

Section 5 : TECHNICAL SPECIFICATIONS

CityView can be implemented with little outside assistance and requires no specialized hardware other than the specifications listed below. Municipal Software does not distribute hardware, and therefore, cannot offer cost estimates regarding these expenditures.

5.1 Environment

Workstation:	Any PC compatible Pentium 200MHz or better, with a minimum of 64 megabytes of RAM (128 MB preferred).
Network:	Any network supported by the Windows 9x, Windows NT or Windows 2000 workstation, including (but not limited to) Novell NetWare and Windows NT/2000 Server.
Disk Space:	Minimum of 20 megabytes on each workstation, plus 1000 - 2500 bytes per parcel on the server.
Display, Mouse, Printer, Scanner:	All devices supported by Windows 9x, Windows NT 4.0 or Windows 2000 or better.
ODBC Level:	3.0 (server and client)
MAPI Level:	1.0 (Simple MAPI)
Year 2000 Compliance:	CityView 7.x is Year 2000 Compliant!

5.2 Database

Database Engine:	Microsoft Database Access Objects (DAO) and Jet are distributed with CityView, and will work with Client/Server, Microsoft SQL Server, Oracle and DB2.
Maximum File Size:	12 Gigabytes
Maximum Record Length:	255 fields
# of Records:	Limited only by the maximum file size and the size of the storage media.
# of Base Data Types	Unlimited
Field Types Supported	Text, Memo (Notes), Boolean (Logical, True/False), Integers, Floating Point, Currency, Fixed Point, Dates, Times, Unique ID's (GUID's) and OLE (BLOB)

Section 5 : TECHNICAL SPECIFICATIONS

Database....	Full support for keys, foreign keys and segmented keys (multiple fields in one key).
Keys:	
Import / Export Formats:	Dbase, FoxPro, Access, Delimited and Fixed-Width Text, Excel, HTML, and any ODBC-compliant database such as MS SQL Server and Oracle.
# of Binders Supported:	Unlimited
# of Forms per Binder:	Unlimited
# of Elements per Form or Report:	Unlimited
Element types Supported:	Line, Rectangle, Round Rectangle, Ellipse, Polygon, Text, Field, Checkbox, Listbox, Aggregate Field, Expression, Image, Link Sheet, OLE Object, Subsection with control over size, font, color etc.

5.3 Mapping (CityView uses ESRI MapObjects)

Supported Map Projections:	Over 100 different mapping projections supported by the MapObjects environment, including UTM, Polar and Lat/Long.
Supported Data Formats:	Direct connect to a wide variety of native data including: GIS formats (ESRI Shapefile and ArcInfo Coverages), CAD formats (DXF, DWG, and DGN) and image formats such as BMP, TIFF, JPEG, GeoTiff, SUN, ERDAS, BIL, BIP, BSQ, and MrSID
Supported Map Projections:	Any
Supported Units of Measure:	Any
# of Map Sheets Supported:	N/A (indexed, seamless map base)
# of Maps Supported:	Unlimited
# of Layers Supported:	Unlimited
# of Layers per Map:	Unlimited

5.4 Security

Section 5 : TECHNICAL SPECIFICATIONS

# of Users Supported	Unlimited
# of Groups Supported:	Unlimited
Security Provided For:	Files (tables), fields, and commands
Security Access Levels:	Add, Read, Modify, Delete, Design or None

Section 6 : PRODUCT PRICING

6.1 Software Licenses

The initial step in implementation is the purchase of licensing. CityView licensing is concurrent licensing which allows for a license to be shared over the network. For the purposes of the following proposal, price breaks will be identified and costs will be provided for 75 concurrent users.

The cost of 75 licenses is \$1,990 each, or \$149,250 in total.

6.2 Annual Software Maintenance (ASM)

An Annual Software Maintenance (ASM) charge for each of the licenses purchased will entitle the City of Huntington Beach to all software upgrades, and telephone support. Telephone support will amount to 10 minutes per license each month, for a total of 750 minutes each month. Also included with the ASM is a Software Escrow Agreement. The total ASM cost would be payable in advance of each year.

The ASM cost for 75 licenses is \$400 each, or \$30,000 in total.

Section 7 : IMPLEMENTATION METHOD and COSTS

7.1 Initial Subject Matter Expert Training

We have found that prior to the initial visit to collect data for the scope document, that the participants deemed as the Subject Matter Experts involved in the process are better equipped if they have received training in CityView.

We recommend that the Subject Matter Experts receive training in CityView Essentials, System Administrator, Designer and Reporter. This initial training will provide to all those that are involved in defining the business processes and design requirements a thorough understanding of the software's features and capabilities. (See Appendix A for a complete description of each course)

We are recommending that at least 10 Subject Matter Experts (one representative per department, including MIS) attend this initial training

All of our training courses are priced at \$1,000 per day and \$200 per student.

Course	Duration	No. of Students	Cost
CityView Essentials	2 Days	10	\$4,000
System Administrator	1 Day	10	\$3,000
Designer	1 Day	10	\$3,000
Reporter	1 Day	10	\$3,000

Total cost for this initial training, based on our recommendation of at least 10 Subject Matter Experts, is \$13,000.

7.2 Site Visit

The implementation process begins with the collection of information necessary for a successful implementation. The Municipal Software Project Manager assigned to the project will spend one day at the City of Huntington Beach offices to observe and assist in defining the business processes to be automated. During this time, information regarding the sources of data, forms and technical environment will be determined.

Cost for the Site Visit is 5 days @ \$1,500 per day.

7.3 Scope Document

The product of the site visit will be a Scope Document that will outline our findings and provide our recommendation on how to proceed.

Cost for the completion of the Scope Document is \$2,500.

Section 7 : IMPLEMENTATION METHOD and COSTS

7.4 Prototype Forms

The Prototype on-screen forms and reports are then developed to include fields, database, preliminary lookup tables and fee expressions in a non-production or alpha environment. We are estimating that the total number of forms used in the identified departments is 100. However, this number may change upon conducting the on-site review as it may be determined that some forms may be combined or additional forms may be included. At such time any additional costs or credits will be handled appropriately.

The Prototype delivery of 100 forms amounts to approximately ½ day a form @ \$630 per form, equaling \$31,500.

7.5 User Review

Following the development of the prototype forms, a second site visit will be conducted during which time users would review the forms. It is during this time that our Project Manager would gather information required from the City's subject matter experts to develop and tailor the various systems for the City and from this review, a list of changes or refinements could be established in a Change Control Document.

The cost for the user review is 5 days @ \$1,500 per day.

7.6 Form Refinement

The next step in the Implementation process would be to complete the changes that have been identified in the Change Control Document. At this point, the City could decide to have Municipal Software complete the work or complete the work internally after its staff had received appropriate training. Our past experience indicates that it would take Municipal Software approximately ½ day per form to complete the necessary refinements as outlined in the scope document.

The cost for the form refinements is 100 forms amounts to approximately ½ day a form @ \$630 per form, equaling \$31,500.

Additional customization requirements not included in the scope document are considered extras and pending approval are costed at \$90 per hour.

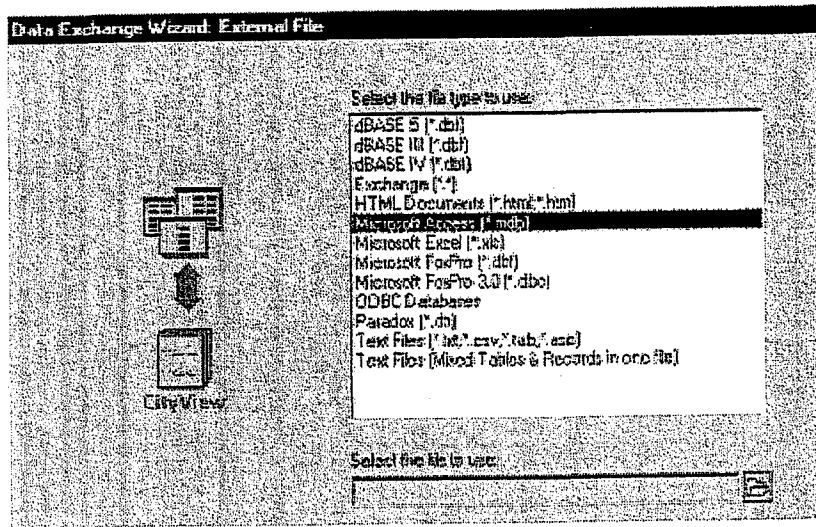
7.7 Data Conversion

Data Conversion is also a consideration. Municipal Software can take all sources of digital data the City may have, including your assessment or property-based data, any historical data in digital format, as well as any digital mapping, and convert it or link it to CityView.

CityView is ODBC (Open Database Connectivity) compliant and could interface with another database that is also ODBC compliant, or, property-based data could be converted into CityView.

Section 7 : IMPLEMENTATION METHOD and COSTS

In order to set expectations we have provided an *estimated* cost for data conversion. The amount estimated is *subject to change* once the actual data has been reviewed. More information will be required before a concise quote on data conversion needs can be determined. The City of Huntington Beach's conversion needs are defined during the Initial On-Site visit where as the data to be converted and cost is included in the Scope Document



CityView's Data Exchange wizard allows for the importing of a number of different data formats to ensure that any data new and existing is captured for use in CityView

7.8 Training

One of the most important aspects in the implementation of any software is the training. Recommended training in CityView, for your City, includes CityView Essentials, Application Training, as well as, Designer and Reporter, more advanced training in design and customization of forms and reports intended to empower the City's Staff with the skill-set required to evolve the system internally

All of our training courses are priced at \$1,000 per day and \$200 per student. The number of training sessions for each course has been determined by assuming a classroom size for 10 students maximum. Based on the student numbers likely to require training in your City less the 10 Subject Matter Experts receiving training at project startup, the budget for training should be as follows.

Section 7 : IMPLEMENTATION METHOD and COSTS

Course	Duration	No. of Students	Cost
CityView Essentials	16 day(s)	88	\$33,600
Custom Application	10 days(s)	98	\$29,600

Total cost for this training, based on our recommendation of at least 88 students, is \$63,200.

Section 8 : DELIVERY AND IMPLEMENTATION SCHEDULE

Once authorization to purchase the licensing has been received, Municipal Software will ship the software and begin the process of developing the prototype forms and scheduling the site visit.

It has been the experience of Municipal Software that once the initial site visit has been set, development of the forms, the user review, training, and the ultimate launch of CityView can be accomplished within a period of approximately 8 weeks time.

Milestone	Purpose	Time Requirement
Initial Training	Subject Matter Experts	1 Week
Initial Site Visit	Data Collection	5 Days
Scope Document	Outline of Recommendation	2 Weeks
Prototype Forms	Forms are Developed	3 Weeks
User Review	Subject Matter Experts Review	5Days
Form Refinement	Complete Form Revisions	2 Weeks
Data Conversion	Property and History Data	1 Week
User Training	System Admin and Users	3 Week

Various components of the CityView delivery and installation can be scheduled as soon as the City's authorization to purchase is received. Ultimate completion relies upon the scope of the project defined during the initial site visit and outlined in the scope document.

The input of the City's subject matter experts would be required during various phases of the implementation project.

The first occasion would be during the initial site visit when the City's subject matter experts would be required to offer advise to the Municipal Software Project Manager to determine the ultimate scope of the project.

The second occasion would be during the user-review when the Project Manager would require assistance in defining the City's definitive business process to be reflected by the prototyped forms and reports, and to complete the Change Control Document for revision purposes. Our experience indicates that it is best for the City to also appoint a Project Manager to coordinate staff activities during the duration of the implementation.

Section 9 COST SUMMARY FOR BUDGETARY PURPOSES

We would like the City of Huntington Beach to become a CityView client, and we understand the need to deal within budgetary realities. We have tried to include all costs the City might incur to implement CityView successfully.

9.1 Software and Implementation Services

Item	Quantity	Unit Cost	Extended Price
1. Licensing	50	\$1,990	\$99,500
2. Annual Software Maintenance	50	\$400	\$20,000
3. Subject Matter Expert Training			
Essentials (2 days)	10 students	\$200 ea. \$1,000 per diem	\$4,000
System Administrator (1 day)	10 students	\$200 ea. \$1,000 per diem	\$3,000
Designer (1 day)	10 students	\$200 ea. \$1,000 per diem	\$3,000
Reporter (1 day)	10 students	\$200 ea. \$1,000 per diem	\$3,000
4. Data Collection	5 days	\$ 1,500	\$7,500
5. Scope Document	1	\$ 2,500	\$ 2,500
6. Prototype Forms - 100 Forms	50 days	\$630 per diem	\$31,500*
7. User Review	5 days	\$ 1,500	\$7,500
8. Form Refinement - 100 Forms	50 days	\$630 per diem	\$31,500*
9. Data Conversion - Estimate	8 days	\$630 per diem	\$5,040**
10. User Training (Maximum class size - 15)			
Essentials (2 days)	88 students	\$200 ea. \$1,000 per diem	\$19,600
Application Training (2 days)	98 students	\$200 ea. \$1,000 per diem	\$21,600
Designer (1 days)	2 students	\$200 ea. \$1,000 per diem	\$1,400
Reporter (1 days)	2 students	\$200 ea. \$1,000 per diem	\$1,400
TOTAL BUDGET:			\$263,440***

*Based on estimate of 100 forms – actual number determined upon site review.

**Amount is an estimate only – subject to change once the actual data has been reviewed.

*** Travel expenses are not included.

9.2 Expenses

Most data conversion and customization work can be performed from our offices in Victoria using couriers, fax, and the Internet (E-mailed attachments). All site visits for data collection, training and project management will have costs including travel, meals and accommodation billed at cost upon return. A budget should be established for travel expenses.

Section 9 : COST SUMMARY

training and project management will have costs including travel, meals and accommodation billed at cost upon return. A budget should be established for travel expenses.

Section 9 : COST SUMMARY

9.3 Financing

Municipal Software does offer a financing option in order to accommodate some of the budgetary constraints that local governments face. Sometimes it is easier for a City to purchase CityView and our services using operating funds instead of capital funds. If the City opted for financing the fee, based on a total of \$340,950, would work out to approximately \$110.38/ month / license for a term of 36 months. Of course, this number will vary upon the actual dollar value of the contract, when the contract is executed and a finalized term.

Section 10 : REFERENCES

City & County of Denver
1437 Bannock Street, Room 379
Denver, CO

Marshall Vanderburg
(720) 865-2967
Population 500,000

Project Description: PW permitting, Neighbourhood Inspections Services (Citizen Requests), Contractor Licensing, Building Permits

Fraser Valley Regional District
8430 Cessna Drive
Chilliwack, BC

Shannon Sigurdson
(604) 702-5012
Population 75,000

Fire and Dispatch, Planning, Building, PW, GIS

City of Commerce City
5291 East 60th Ave
Commerce City, CO

Maria Gonzalez
(303) 289-3725
Population 17,100

Building Permits and Licensing

Town of Canton
801 Washington Street
Canton, MA

Chris Laskey
(781) 821-5003
Population 20,000

Permitting

City of Chattanooga
City Hall, 3rd Floor
100 East 11th Street
Chattanooga, TN

Jana Lowery
(423) 757-4868
Population 152,393

Complaint Tracking

APPENDIX A

Appendix A

CityView Training Course Profiles

CityViewTM

AUTOMATING SYSTEMS
for LOCAL GOVERNMENTS

Essentials

Training Course Outline

Municipal Software Corporation presents a series of in-depth CityView Course programs. These comprehensive courses are designed to provide you with the required understanding and skill to increase your proficiency in using CityView productively in the work environment

Our objective is to meet your training requirements at all levels. Courses range from hands on introduction for new users and non-technical managers, to more advanced and custom application training for key operators, system administrators and database developers. Our training course material is presented in a hands-on environment conducted at a location and schedule which is convenient for you.

Training Courses at a glance:

*CityView Essentials
System Administrator
Application Training
Designer
Reporter
Mapping Administrator
Train-the-Trainer
Custom On-Site Services*

For more information on course content, prices, and availability please contact our Sales Department.



Municipal
SOFTWARE

2nd Floor, 1623 McKenzie Ave
Victoria, BC, Canada V8N 1A6
1-800-665-5647 or Tel: 250-475-6600
Fax: 250-475-6080

email: Sales@MunicipalSoftware.com

COURSE DESCRIPTION: This course is intended as an introduction to CityView Forms, Reports and Mapping modules, providing you with a comprehensive overview of CityView's capabilities and functionality

DURATION: 2 Days

PRESENTATION: The course is instructor led and the format incorporates hands-on demonstrations and exercises. You'll receive a workbook that's yours to keep, complete with information and exercises covered in the 2 day course and a Certificate of Completion.

WHO SHOULD ATTEND? It is highly recommended that all new users of the software complete this course.

PREREQUISITES: Participants should be familiar with using Windows 95 and have a desire to learn CityView.

OBJECTIVES:

- The basics; logging on, screen components, using on-line help
- How to work with Binders, Sheets, Forms and Reports
- Database Concepts and using the Database Explorer
- Searching for data using the find operators and saving search criteria
- How to perform quick queries using search operators
- Working with data; editing and adding new records
- Sorting and filtering data in forms and reports
- Creating reports using the wizard and how to modify them in designer
- How to use mapping to find properties, calculate areas, and perform distance searches from property boundaries.
- Many helpful tips and techniques to increase your efficiency in CityView.

AGENDA:

Day 1

A CityView Demonstration
Basics; Commands; Binders
The DataBase Explorer
Searching for Data
Sorting and Filtering Data
Working with Data in Forms

Day 2

Creating and Using Lists
Report Components & Sections
The Report Wizard and report types
Modifying Reports in Designer
Working with Sub-Sections
Working with maps in CityView

AT THE END OF THE COURSE participants will have a thorough understanding of CityView's capabilities, features and how to use CityView effectively. You will: be well versed in searching the database using the database explorer; be comfortable working with data in forms, modifying and adding new data records, using lookups, sorting and filtering data; know how to create lists and where to apply them; be able to create reports using the Report wizard and modify them in designer. And much, much more...

CityViewTM

AUTOMATING SYSTEMS
for LOCAL GOVERNMENTS

Designer

Training Course Outline

CityView Designer will provide you with the skills to perform forms customization tasks ranging from making minor cosmetic or functional modifications to designing a complete form set for an entire department. You will see that creating professional looking forms in CityView is a snap and its fun.

This course outline should be used to determine whether the course is appropriate for the student, based on current skills and technical training needs.

- Technical information is provided on the intended audience, course prerequisites, objectives and topics covered.

Training Courses at a glance:

CityView Essentials
System Administrator
Application Training
Designer
Reporter
Mapping Administrator
Train-the-Trainer
Custom On-Site Services

For more information on course content, prices, and availability please contact our Sales department.



2nd Floor, 1623 McKenzie Ave
Victoria, BC, Canada V8N 1A6
1-800-665-5647 or Tel: 250-475-6600
Fax: 250-475-6080

Email: Sales@MunicipalSoftware.com

COURSE DESCRIPTION: CityView Designer will provide individuals such as key operators, technicians, support persons and department managers with the advanced skills required to design forms and customize the CityView System.

DURATION: 1 Day

PRESENTATION: The course is instructor led and the format incorporates hands-on demonstrations and exercises. You'll receive a workbook that's yours to keep, complete with information and exercises covered in the course and a Certificate of Completion.

WHO SHOULD ATTEND? CityView System Administrators and key operators who want to learn how to use Designer to customize forms and Reports in CityView.

PREREQUISITES: Students should be familiar with basic Database concepts and Completion of *CityView Essentials* is required.

OBJECTIVES:

- How to Plan and define form criteria for your business processes
- An Introduction to database design practices and standards
- How to create Tables, Fields, Indexes and Relationships
- Form elements, their properties and how to work with them
- Using Form Header, Footer and Detail sections in your design
- How to display multiple records using list boxes and subsections
- Creating lookup tables for pick lists
- Adding system information to forms; logos, date stamps, user id's
- Event control and incorporating automation using expressions
- Adding advanced functionality by using SQL in your expressions
- How to create form templates to set element / form defaults
- Many useful tips and techniques that you can apply to get the results you want quickly.

AGENDA:

- Determining your Form Requirements and Business Processes
- Database Objects and their Properties
- Database Design Standards and Rules
- Form Elements and their Properties
- Adding System Information to Forms
- Event Control and Expressions
- Creating Form Templates

AT THE END OF THE COURSE participants will be aware of the general guidelines and considerations to effectively plan and design usable forms. They will: be able to customize existing forms and create new CityView forms using the Designer tools and drawing aids; know how to add design properties to form elements and objects; be able to use the database Explorers advanced features to create tables and fields and assign properties; have an understanding of and how to setup table relationships, Lookup tables and indexes; understand event control using expressions and write expressions to apply automation to forms. And much, much more....

CityViewTM

AUTOMATING SYSTEMS
for LOCAL GOVERNMENTS

Reporter

Training Course Outline

CityView Reporter has you creating advanced reports that you will use on a daily basis from monthly permit reports to compiling year-to-date statistics. Reporter will give you the control to see what you want, the way you want to see it. You will learn that creating Reports using Designer is a snap as you are guided through selecting fields and records, using subsections, and how to sort, format, and group information to fine tune your report to suit your needs

This course outline should be used to determine whether the course is appropriate for the student, based on current skills and technical training needs.

- Technical information is provided on the intended audience, course prerequisites, objectives and topics covered.

Training Courses at a glance:

CityView Essentials
System Administrator
Application Training
Designer
Reporter
Mapping Administrator
Train-the-Trainer
Custom On-Site Services

For more information on course content, prices, and availability please contact our Sales Department.



2nd Floor, 1623 McKenzie Ave
Victoria, BC, Canada V8N 1A6
1-800-665-5647 or Tel: 250-475-6600
Fax: 250-475-6080

Email: Sales@MunicipalSoftware.com

COURSE DESCRIPTION: This course will provide students with the skills to design comprehensive reports. You will learn how to design professional looking reports from scratch to accommodate all your reporting requirements. You will be creating reports to compile statistics, analyze data, create "bring forward" lists, monthly activity reports, and mass mail out letters complete with mailing labels.

DURATION: 1 Day

PRESENTATION: The course is instructor led and the format incorporates hands-on demonstrations and exercises. You'll receive a workbook that's yours to keep, complete with information and exercises covered in the course and a Certificate of Completion.

WHO SHOULD ATTEND? CityView System Administrators and key operators who want to learn how to design advanced reports in CityView.

PREREQUISITES: Completion of *CityView Essentials* is required. Completion of *CityView Designer* is recommended.

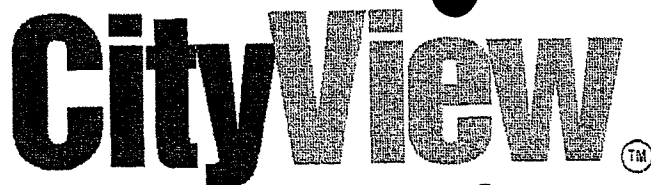
OBJECTIVES:

- Forms and Reports; similarities and differences
- Planning and defining report criteria
- Report elements and how to work with them
- Report sections and their functionality in reports
- The components and properties of Subsections
- How to display multiple records, group and sort data using Subsections
- Working with the Expression Builder to write expressions
- Adding system information to reports; logos, date stamps, user ID's
- How to summarize data using aggregate fields
- How to display lookup descriptions and apply data masking
- How to create report templates to set element / report defaults

AGENDA:

- Overview of CityView Reports
- Creating Reports
- Modifying Element Properties
- Specialty Reports
- Using Expressions in Reports
- Adding System Information to a Report
- Enhancing Reports
- Creating Report Templates

AT THE END OF THE COURSE participants will have complete design control to create perfect reports. They will: be able to add logos, change fonts and colors, add new fields and objects to their reports; understand subsections and how to apply them to group and display multiple records and consolidate data; know how to incorporate running totals, counts and system information into reports; understand the use of expressions in reports and how to write them. And much, much more.....



AUTOMATING SYSTEMS
for LOCAL GOVERNMENTS

Mapping Administrator

Training Course Outline

Mapping Administrator provides you with the skills and techniques needed to manage and maintain your maps in CityView. You will be able to import any maps using DXF or DLG industry standard formats and link them to your CityView forms.

This course outline should be used to determine whether the course is appropriate for the student, based on current skills and technical training needs.

- Technical information is provided on the intended audience, course prerequisites, objectives and topics covered.

Training Courses at a glance:

CityView Essentials
System Administrator
Application Training
Designer
Reporter
Mapping Administrator
Train-the-Trainer
Custom On-Site Services

For more information on course content, prices, and availability please contact our Sales Department.



2nd Floor, 1623 McKenzie Ave
Victoria, BC, Canada V8N 1A6
1-800-665-5647 or Tel: 250-475-6600
Fax: 250-475-6080

email: Sales@MunicipalSoftware.com

COURSE DESCRIPTION: This in-depth course provides the student with the knowledge and skills required to manage the CityView mapping environment for your department or organization. Participants will learn how to bring mapping information into CityView, link it to the database and use the tools to manage the information as it changes.

DURATION: 1 Day

PRESENTATION: The course is instructor led and the format is hands-on training using your CityView environment. You'll receive a information booklet that's yours to keep, complete with information and exercises covered in the 1 day course and a Certificate of Completion.

WHO SHOULD ATTEND? Those who will be responsible for importing and managing mapping data in CityView. This course is strongly recommended to all CityView clients that will be incorporating their digital mapping data into CityView.

PREREQUISITES: Students should be comfortable working with computers and have a working knowledge of Windows 95 or NT operating systems. Completion of *CityView Essentials* is required. Experience with mapping applications would be beneficial.

OBJECTIVES:

- Understanding CityView mapping objects and terminology
- How to use the Mapping Explorer to create and manage mapping Overlays, Layers, Compositions and Views
- Applying security to mapping data in CityView
- Using tools to set scales, layer information and set the region size
- How to create lists from mapping objects and how to apply them
- How to graphically represent database information using lists
- Importing and exporting your mapping data using DXF files
- How to automate and manage mapping object links to the database
- Using the Cluster feature to link mapping objects to multiple records
- Many helpful tips and techniques to easily manage your maps in CityView.

AGENDA:

- Mapping Definitions
- The Mapping Explorer
- Working With Mapping Objects
- Mapping Environment Tools
- Creating and Using Lists in Mapping
- Modifying Mapping Objects
- Importing and Linking Mapping Data

AT THE END OF THE COURSE participants will have a working understanding of the concepts, terminology and tools used to create and manage mapping data in CityView. They will: know how to import and export data exchange files; be automatically and manually linking mapping objects to records in the database; be creating layers using lists to graphically display data on maps; know how to assign properties and security to mapping objects. And much, much more ...

CityViewTM

AUTOMATING SYSTEMS
for LOCAL GOVERNMENTS

System Administrator

Training Course Outline

CityView System Administrator provides you with the skills and techniques needed to deploy and administer CityView within your department or organization.

This course outline should be used to determine whether the course is appropriate for the student, based on current skills and technical training needs.

- Technical information is provided on the intended audience, course prerequisites, objectives and topics covered.

Training Courses at a glance:

*CityView Essentials
System Administrator
Application Training
Designer
Reporter
Mapping Administrator
Train-the-Trainer
Custom On-Site Services*

For more information on course content, prices, and availability please contact our Sales Department.



2nd Floor, 1623 McKenzie Ave
Victoria, BC, Canada V8N 1A6
1-800-665-5647 or Tel: 250-475-6600
Fax: 250-475-6080

email: Sales@MunicipalSoftware.com

COURSE DESCRIPTION: This in-depth course provides the foundation for supporting CityView, and helps the student gain the knowledge and skills needed to administer and maintain the system.

DURATION: 1 Day

PRESENTATION: The course is instructor led and the format is hands-on training using your CityView environment. You'll receive a information booklet that's yours to keep, complete with information covered in the 1 day course and a Certificate of Completion.

WHO SHOULD ATTEND? Those who will be responsible for installing, configuring, maintaining and troubleshooting CityView Software. This course is strongly recommended to all new CityView Clients as part of the implementation phase.

PREREQUISITES: Students should be comfortable working with computers and have a working knowledge of Windows 95 or NT operating systems. Completion of *CityView Essentials* is required.

OBJECTIVES:

- CityView Software and database file structure
- Installing the software on the Server and setting up workstations
- Understanding system files and how they are configured
- How software updates are applied
- Application configuration; setting and editing default options
- How to monitor the system usage, licenses in use and use lock-out
- What are Security objects, access rights and how they work
- Creating Groups and users; assigning membership
- Assigning permissions to groups, users, tables and fields
- Allowing and Restricting commands for users and groups
- Configuring system default folders and user default folders
- Using the Data Exchange Wizard to import and export data
- Many helpful tips and techniques to increase your efficiency in CityView.

AGENDA:

- Software Installation
- CityView System Administration Tools
- Security
- Optimizing the System
- Data Exchange
- What to do if.....
- Advanced Database Explorer

AT THE END OF THE COURSE participants will be able to create and manage user and group accounts; manage file systems; setup and maintain the security environment; configure system and user options. Apply software updates and setup exchange specification files for data import and export. The administrator will have a comprehensive understanding of the advanced features of the Database Explorer and the essential components of the system.

CityViewTM

AUTOMATING SYSTEMS
for LOCAL GOVERNMENTS

Train-the-Trainer

Training Course Outline

CityView Train-the-Trainer Program will enable you to have on staff your very own qualified CityView Trainer to present CityView Essentials training to members in your organization at your convenience and at less the cost.

This course outline should be used to determine whether the course is appropriate for the student, based on current skills and technical training needs.

- Technical information is provided on the intended audience, course prerequisites, objectives and topics converted.

Training Courses at a glance:

*CityView Essentials
System Administrator
Application Training
Designer
Reporter
Mapping Administrator
Train-the-Trainer
Custom On-Site Services*

For more information on course content, prices, and availability please contact our Sales Department.



Municipal
SOFTWARE

2nd Floor, 1623 McKenzie Ave
Victoria, BC. Canada V8N 1A6
1-800-665-5647 or Tel: 250-475-6600
Fax: 250-475-6080

Email: Sales@MunicipalSoftware.com

COURSE DESCRIPTION: CityView Train-the-Trainer Program is a hands on course directed to train you on how to conduct a training course for CityView Essentials from setting up the environment, using the lesson plans, course preparation and presentation. Completion of this program qualifies your trainer to conduct the CityView Essentials course using the CityView "Training Kit".

DURATION: 1 Day

PRESENTATION: The course is instructor led and the format incorporates hands-on demonstrations and exercises. You'll receive a workbook that's yours to keep, complete with information and exercises covered in the course and a Certificate of Completion.

WHO SHOULD ATTEND? Persons that display an interest and the ability to train members in your organization on how to use the CityView software application. Individuals that have successfully completed this program are Application Support Personnel, CityView System Administrators and Subject Matter Experts.

PREREQUISITES: Students should be comfortable working with computers and have a working knowledge of Windows 95 or NT operating systems. Completion of *CityView Essentials* is required and a desire to teach others how to use software is recommended.

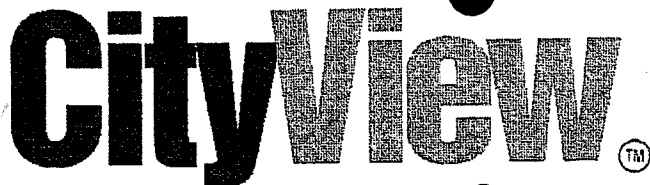
OBJECTIVES:

- To develop basic knowledge and skills required to facilitate CityView Essentials training programs
- Establishing a positive and motivating learning environment
- How to use instructional techniques that ensure efficient learning
- Using effective communication techniques
- How to Prepare for the course – from software installation to presenting course material.

AGENDA:

- Planning the class
- Setting up the classroom
- Starting the class
- Presenting a CityView demonstration
- Conducting the class
- Section notes – tips and techniques
- Providing assistance during the exercises
- Wrapping up

AT THE END OF THE COURSE participants will be qualified to train members in their organization in CityView Essentials. They will be comfortable working with the training environment from setting up the classroom to presenting the material and assisting the students during the exercises.



AUTOMATING SYSTEMS
for LOCAL GOVERNMENTS

Specialty Programs

Training Program Outlines

Municipal Software Corporation presents a series of in-depth CityView Course programs. These comprehensive courses are designed to provide you with the required understanding and skills to increase your proficiency in using CityView productively in the work environment

Our objective is to meet your training requirements at all levels. Courses range from hands on introduction for new users and non-technical managers, to more advanced and custom application training for key operators, system administrators and database developers. Our training course material is presented in a hands-on environment conducted at a location and schedule which is convenient for you.

Training Courses at a glance:
CityView Essentials
System Administrator
Application Training
Designer
Reporter
Mapping Administrator
Train-the-Trainer
Custom On-Site Services

For more information on course content, prices, and availability please contact our Sales Department.



2nd Floor, 1623 McKenzie Ave
Victoria, BC, Canada V8N 1A6
1-800-665-5647 or Tel: 250-475-6600
Fax: 250-475-6080

Email: Sales@MunicipalSoftware.com

Application Training

DESCRIPTION: Application-training is conducted using your customized forms, reports and data using your business practices. CityView application training will provide individuals such as key operators, technicians, support persons and department managers with the necessary skill to utilize your customized CityView environment to carry out daily business which could range from issuing Building Permits to recording inspection results.

DURATION: 1 Full Day Minimum

PRESENTATION: The course is instructor led and the format incorporates hands-on demonstrations and exercises using your customized environment. You will be trained on how to use CityView as a tool designed to automate your daily business practices.

WHO SHOULD ATTEND? Key personal, end users, department managers, programmers and CityView System Administrators.

PREREQUISITES: Completion of *CityView Essentials* is required.

OBJECTIVES:

- Introduction to all your customized forms and the binders that house them
- Provide an overview of your database using Database Explorer
- Following standard business practices learn how to find records, and add or modify data using your customized forms
- Review automation functionality and data verification incorporated into your system to increase efficiency
- Creating lists using your data and applying them to an application that meets your business needs
- How to produce simple reports to display your data using the report wizard
- If applicable, overview of your maps in CityView and using mapping objects to locate property information in your database

Custom On-Site Services

DESCRIPTION: Customized services can address such topics as importing data and database management; importing and exporting CityView maps; map maintenance; linking database records and graphic objects; advanced systems administration; expression building; advanced forms design just to name a few.

DURATION: 1 Full Day Minimum

AGENDA: Provided by you

PRESENTATION: These programs are presented in a free form format providing hands on training sessions designed to meet your specific needs. The agenda is designed for you by you, focusing on the specific areas or topics you want to address. These programs can be tailored to individual or group sessions, provided on your site or ours.

WHO SHOULD ATTEND? Key personal, end users, department managers, programmers and CityView System Administrators.

APPENDIX B

Appendix B

ESCROW AGREEMENT

To: Jones Emery Hargreaves Swan
Barristers and Solicitors
Suite 1212 - 1175 Douglas Street
Victoria, B.C.
V8W 2E1

To: Each Declarant (as defined hereunder)

Municipal Software Corporation acknowledges that each licensee under the terms of a valid, current Municipal Software Corporation Software License and Support Agreement which is not in default (the "Declarant") is a beneficiary under this Escrow Agreement and entitled to enforce legal rights and remedies hereunder.

1. Upon receipt by Jones Emery Hargreaves Swan of a Statutory Declaration from the Declarant or an authorized officer of the Declarant containing the following provisions:

- (a) The Declarant is a party to a Municipal Software Corporation Software License and Support Agreement and the Declarant is not in default under the terms of the agreement;
- (b) The Declarant has requested in writing performance of the Software License and Support Agreement by Municipal Software Corporation;
- (c) Municipal Software Corporation has not responded in writing to the Declarant within 30 days from the date of the written request of the Declarant, with a response which did not reasonably include an identification of the problem, the timetable for resolution, and the proposed scope of the work required to resolve the problem;
- (d) Notice of the intention of the Declarant to exercise the provisions of this Escrow Agreement has been served upon Municipal Software Corporation not less than 14 days prior to the date of execution of the Statutory Declaration;
- (e) The Declarant undertakes to copy the program source code, the subject of the Escrow Agreement, and to return the original to Jones Emery Hargreaves Swan and to use the program source code only for the purposes of supporting and maintaining its Municipal Software Corporation software program for its own internal corporate purposes;

Jones Emery Hargreaves Swan shall release to the Declarant the program source code as deposited by Municipal Software Corporation in a sealed envelope with Jones Emery Hargreaves Swan pursuant to this Escrow Agreement;


2. Municipal Software Corporation shall, during the term of this agreement, submit revised copies of the source code in a sealed envelope together with a list of current approved declarants entitled to receive the same subject to the conditions in (1) above. Such revisions shall be accompanied by a certificate from Municipal Software Corporation stating that:

- (a) The contents of the escrowed materials are complete and would be understandable and useable by a reasonably knowledgeable computer programmer.
- (b) The contents accurately reflect the most current version of the licensed programs by the Licensee.

- (c) The contents incorporate all changes made to the licensed programs or the source material from the previous time the escrowed materials were delivered to Jones Emery Hargreaves Swan under this agreement.
 - (d) The contents contain a separate CD or diskette that contains the CityView License Key Generator Program with instructions for use, and,
 - (e) The contents contain no passwords, or other device that would prevent or prohibit the use of the escrowed materials at any time.
3. Municipal Software Corporation will ensure that revised copies of the source code will be placed with Jones Emery Hargreaves Swan within thirty (30) days after the public release of a licensed program or a licensed program update.
4. Jones Emery Hargreaves Swan shall, upon receiving such a certificate from Municipal Software Corporation, notify each of the declarants mentioned in (2) above, by mail of such receipt.
5. It is understood that the duties of Jones Emery Hargreaves Swan, as escrow holder are limited to those expressly set forth herein and, in addition to the carrying out of escrow instructions, are limited to taking reasonable care of the subject matter of this agreement. Jones Emery Hargreaves Swan make no representations or guarantee as to the escrow materials and shall not be obligated to inquire into the accuracy or completeness of the escrow materials or any declaration made hereunder. In the event that proceedings in a court of law arise in relation to the subject matter of this Escrow Agreement, Jones Emery Hargreaves Swan shall not be obligated to defend or enter an appearance and shall only be obligated to participate after the Declarant and Municipal Software Corporation have placed sufficient security for Jones Emery Hargreaves Swan's costs of such proceedings.
6. This agreement shall terminate ten (10) years from the date hereof, unless renewed by mutual written agreement. Jones Emery Hargreaves Swan may resign as escrow agent hereunder upon another party accepting the duties and obligations of escrow agent or upon providing the Declarant and Municipal Software Corporation with sixty (60) days advance written notice.

DATED at the City of Victoria, in the Province of British Columbia, this 4th day of June, 2001.

MUNICIPAL SOFTWARE CORPORATION



Robert E. Bennett, President

The terms of this agreement are hereby
accepted by the firm of Jones Emery
Hargreaves Swan
Per:



Patrick C. Trelawny

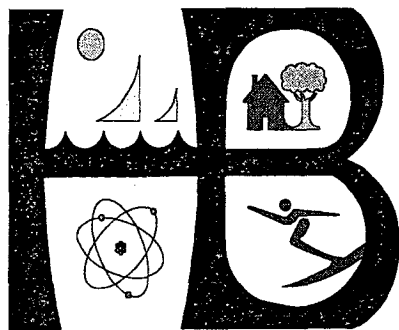
Citywide Permit System Software Consultant List

Municipal Software (250) 475-6600
C/o Ian Carmichael
1623 McKenzie Avenue
2nd Floor
Victoria, British Columbia V8N 1A6
Canada

Accela, Inc. (559) 799-7114
C/o Larry Pruitt
1731 West Walnut Avenue
Visalia, CA

Tidemark Solutions (now Accela) (949) 466-5435
C/o Mark Ronson
43 Hunter
Irvine, CA 92620

ATTACHMENT 6



City of Huntington Beach

Citywide Permit System

Project Specifications

April, 2001

Building & Safety

BUILDING PERMITS - GENERAL INFORMATION

Creation, inquiry, update & copy functions for Building, Plumbing, Mechanical, Electrical, Pool & Fire Permits (*see Exhibit 1*)

Cash receipting, generate unique receipt number for each transaction

Automatic Permit expiration

Automatic Aging of permits

Transfer of info. To letter as for inactive status

Ability to cancel, void, expire permits manually

Letters of Notices; on no activity

6 month

10 month

Permit Expiration (1st, 2nd, 3rd Notices)

recording with County Clerk, uncompleted project

Reports:

Monthly Permit Report, B,P,M,E,valuation, plan check, inspections (livable) sq. & garage separate)

Assessor Report, *electronically*

Holds to appear automatically by responsible person

All Fees-ability to have fee increase and not alter past permits

PLAN REVIEW

Automatic numbering system for all cases that are non-OTC (over the counter)

Record creation, inquiry & update

Track coordination w/other departments (*Exhibit 2*)

Conditions

Approvals

Plan pick up

Resubmittals

Project conditions entered during plan review:

Cash receipting, generate unique receipt number for each transaction

Automation of project holds

Ability to change process flow

Automatic notification of over-age plan checks

Validate Engineer/Architect licenses and record update through State consumer affair data base

Plan Check "Paid" must lock for P,M, and E, must have "Adjust" function

Security Check for unscheduled inspections and Check for Holds

Generate a Plan Check Expiration Notice and Report

Create a monthly summary report that totals by plan check for P, M, & E plan checks

Create report for Plan Check Work Load, by individual

Create report for Plan Check Status Report, by individual

Create report for Plan Check by Re-Submittal Date

Sanitation District Fees - Change of Use Recalculate Fee

Building & Safety

INSPECTIONS

Auto create inspection record
Track Inspection History, status, holds, completion, release (*see Exhibit 3*)
Inspection scheduling, cut off & update
Security Check for unscheduled inspections/Check for Holds
Only allow Building Final to be scheduled AFTER final P,M,E,
Inspection assignment by area or manually by supervisor
Interaction with IVR system (scantron system or handhelds) AM/PM sched.
Connection with Electronic field terminals, import/export data
Ad hoc reporting capability
Inquiry by owner name, tract name or address range
Report: By area, RD, inspector, time spent, by date range
Report: by inspector, by date range
Print **Job Card**

CERTIFICATE OF OCCUPANCY

Creation, inquiry, & update (See Exhibit 4)
Connected w/bldg. Permit transfer of info
Automatic issuance a project final
Cash receipting
Automatic numbering
Automatic aging notification
Batch printing of C of O certificates
Inspection history to print onto Scantron Forms
Status report to include all "types" of actions

CITATIONS (similar to Code Enforcement Case)

Linked to building permit or CofO
Creation, inquiry and update
Automatic Citation #
Complaint/Issue to be resolved
Inspection Date/Comment/Billable Hours (Multiples)
Notice Printed?/Compliance Date/Re-Inspection Date (Multiples)
Ability to add manual Re-inspection Fee
Citation Issue/Date
Case Status
Ability to Add Photo to File

Building & Safety

EXHIBIT 1: Standard Info for All Cases (for Building Department)

Date

Permit Type: P, M, E, Combo, Bldg, Pool, Fire

Permit Status: Voided/Cancelled/Expired

City Job Funding: y/n If y, is Gen Fund y/n, If y=0 ; If n=Transfer from ____dept____acct

Admin Job: y/n (default n) If y=process fee + manual fees + Addl people info to orig permit

Address & Multi-Address

New Tract? Y/N

Tract, Lot, APN, Zoning, Reporting District (auto)

Who is Builder? (Drop: Contractor/Owner)

Is Builder Self-Insured? Y/N

Is Builder Non-Employer? Y/N

Property Owner Info:

Name (Auto)/Manual over-ride/Address/Phone/Email

Contractor Info:

Name, Address, Phone/Email

Verify Current Business License (auto)/hold/Pay for New

Verify State License/Classes (multiples)

Architect/Engineer Info:

Name, Address, Phone/Email

Contact Info:

Name, Phone, Pager, Other, Email

Tenant Info:

DBA, Owner Name, Address, Phone, Pager, Other, Email

Work Description:

New Building? Y/N

Bldg Use Type: (Drop MFD, SFR, COM, IND, & Others)

Construction Type: (Drop, based on Use Type)

Plan Check Type: (Drop-OTC, Overnite, Reduced) note: Overnite/ Reduce require Plan Ck

Plan Check Information:

Plan Check #

Plan Check Amount \$

Final Plan Check Approved: y/n BY Whom (refer to Plan Check Info for details)

Paid? Y/N

END OF STANDARD INFORMATION

Building & Safety

EXHIBIT 1: Building Permit Case (additional to Standard Information)

Continued

Type of Construction (Drop) (mandatory for C,I, TI, N, Additions)

Occupancy Group (Drop)

Occupancy Load (mandatory @ issue for C, I, TI, N, Additions)

Census Code (Drop)

Square Ft-Existing: & Square Ft-New (Drop: Type, Amt) multiples

Public Building: y/n (Default n)

Bedrooms- Existing / # Bedrooms New

Families

Stories

Water Usage (Drop) (Low, Avg, High)

Valuation New & Valuation Revised

Parking Spaces

Fees Calculation:

Inspection Fee

Reproduction Charge

Penalty Charge

Misc/Itemize (drop)

Issuance Fee

Fee Adjustment Amount/Item

Total Fee

Paid Amount/Cash/Check/Credit Card/Control # (may be multiple)

Print Inspection Card

EXHIBIT 1: Plumbing Case (additional to Standard Information)

Continued

Linked to Building Permit: y/n #

Fee Calculation:

Multiple Fee Items (Drop)/ and Quantity for each

*i.e Water Closet, Bath Tub, Lavatory, Gas Piping System, Water Heater, Urinal, Washing Machine, Water Distribution, Roof Drain, Gas Meter,
Private Sewer, Building Sewer, Shower, Kitchen, Sink/Disp, Gas Piping High, Dishwasher, Sprinkler, Water Softener, Water Dist/Anti-Siphon,
Floor Sink/Drain, Intercept/Greasetrap.*

Misc. Fee Items (Drop)

Reproduction Charge

Penalty Charge

Issuance Fee

Inspection Fee

Fee Adjustment Amount/Item

Total Fee

Paid Amount/Cash/Check/Credit Card/Control # (may be multiple)

Plan Check (if Not OTC)

Plan Check Detail

Re-submittal Info

Building & Safety

EXHIBIT 1: Mechanical Case (additional to Standard Information)

Continued

Linked to Building Permit: y/n #

Fee Calculation:

Multiple Fee Items (Drop)/ and Quantity for each:

Furnaces/Ducts, Appliance Vent, HVAC Duct, Boiler/Compress, Evaporative Cooler, Vent Fan or System, Gas Piping, Appliance, Fire/Smoke damper, etc.

Misc. Fee Items (Drop)

Reproduction Charge

Penalty Charge

Issuance Fee

Inspection Fee

Fee Adjustment Amount/Item

Total Fee

Paid Amount/Cash/Check/Credit Card/Control # (may be multiple)

Plan Check (if Not OTC)

Plan Check Detail

Re-submittal Info

EXHIBIT 1: Electrical Case (additional to Standard Information)

Continued

Linked to Building Permit: y/n #

New Residential y/n, If y, provide sq footage including attached garages & additions

Fee Calculation:

Multiple Fee Items (Drop)/ and Quantity for each:

Fixtures, Switches, Outlets, Garbage Disp, Compactor, Range, Dishwasher, Water Heater, Furnace, Oven, Washeer, A/C, Heater, Dryer, Water Softener, Microwave, Vacuum System, Garage Door Opener, Over Hood/Fan, Time Clock, Pole Light, Fuse, Temp Construction Pole, Meter, Sign(s), Sub-Panel, Generators, Misc.....

Misc. Fee Items (Drop)

Reproduction Charge

Penalty Charge

Issuance Fee

Inspection Fee

Fee Adjustment Amount/Item

Total Fee

Paid Amount/Cash/Check/Credit Card/Control # (may be multiple)

Plan Check (if Not OTC)

Plan Check Detail

Re-submittal Info

Building & Safety

EXHIBIT 1: Swimming Pool Case (additional to Standard Information)

Continued

Linked to Building Permit: y/n #

Linked to Electrical Permit: y/n #

Linked to Plumbing Permit: y/n #

Coastal Permit: y/n

Census Code (Drop)

Pool Installation: y/n Pool Area:

Spa Installation: y/n Spa Area: Above Ground: y/n

Fee Calculation:

Fee Code:

Multiple Fee Items (Drop)/ and Quantity for each

Fixtures, Outlets, Motors, Switches, Time Clock, Sub-Panel, etc....

Misc. Fee Items (Drop)

Reproduction Charge

Penalty Charge

Issuance Fee

Inspection Fee

Fee Adjustment Amount/Item

Total Fee

Paid Amount/Cash/Check/Credit Card/Control # (may be multiple)

Plan Check (if Not OTC)

Plan Check Detail

Re-submittal Info

Building & Safety

EXHIBIT 2: Plan Check Approval Information

Planning: Y/N Need detail of subset approvals, business rules, dates, names, comments holds (*Park Fee, Disp Fee, Flood Cert, Cat Exclous, Record Map*)

Fire: Y/N Need detail of subset approvals, business rules, dates, names, comments, holds (*Methane Barrier, Hazmet, Fire Final*)

Pub Work: Y/N Need detail of subset approvals, business rules, dates, names, comments, holds
(*Project #, Demolition, Line & Grade, Precise Grade, Landscape Final, Water Final, Sanitation Dist, Sewer/Storm Final, Traffic, PW Final*)

Building: Y/N Need detail of subset approvals, business rules, dates, names, comments, holds
(*Park & Rec, Flood Zone, Sanitation, Seismic, Building Final*)

Certi of Occupancy Required: Y/N } "Y/N" fields should allow No edits after Receipt Issued - Need detail of subset approvals, rules, dates, names, etc

Traffic Impact: Y/N } "Y/N" fields should allow No edits after Receipt Issued - Need detail of subset approvals, rules, dates, names, etc

School Impact: Y/N } "Y/N" fields should allow No edits after Receipt Issued - Need detail of subset approvals, rules, dates, names, etc

Library Impact: Y/N } "Y/N" fields should allow No edits after Receipt Issued - Need detail of subset approvals, rules, dates, names, etc

Sanitation: Y/N } "Y/N" fields should allow No edits after Receipt Issued - Need detail of subset approvals, rules, dates, names, etc

Fee Calculation:

Penalty: Y/N

Calculation:

Comments:

Fee Adjustment by Item/Amount

Total Fee

Paid Amount/Cash/Check/Credit Card/Control # (may be multiple)

Issued By

EXHIBIT 3: Inspection Information

Permit # / Permit Type/ Related Permits

Requested Date

Requested Time: AM/PM

Requested Inspection Type (Drop) or Automatic from IVR

Comments

Inspector

Inspection Completed Type (Drop)

Status/Correction Code/Code Reference (Drop)

Hold Framing Inspection if "Flood Cert" required (auto)

Utility Release: Email or Automatically Generate Notice to Building & Letters to Gas and Edison

Utility Release Comments

Data/Time Completed

Minutes on Job

Building & Safety

EXHIBIT 4: Certificate of Occupancy

Auto Create if Building Permit is Commercial, or is a Tenant Improvement

Auto Reporting District

Auto Plan Check #

Auto Building Permit #

Address/Email

Applied Date (today?)

Business Name

Business Type

Occupation Group (Drop)

Location Address

Owner Name/Address/Phone

Proposed Use (Drop)

New Building, Existing Building, Change Owner, Change Use to ??, Change Occupant, Add Occupant

Former Use

Square Ft Revised

Stories

Zoning (auto)

Occupancy Group (Drop) Multiples

Occupancy Load (Multiples Allowed)

Health App by

Administrative Action/Entlement

Plan Approval: Y/N; Date

Utility Release: Y/N; Date

Fee Calculation

Re-Inspection Fee/Re-Calculate/Adjust Balance

Paid Amount/Cash/Check/Credit Card/Control # (may be multiple)

Retain History for previous uses

Planning

CODE ENFORCEMENT

Date Received

Complainant Name, Address, City, Zip, Phone, Email

Type of Complaint (drop down list with "other"/description) - Link to Code Sections & \$ Bail Schedule

If Mobile Vendor Complaint, need Vehicle Lic #, DBA Name, Address

Comment/Notes re: Complaint

Priority (1,2,3)

Violation Location

ALERT FROM: FIRE OR PD

APN & Legal Owner Name, Address & Phone

Utility Billing Responsible Party Info

Reporting District (automatic by address)

Housing Survey Status

Officer Assigned (automatic by Reporting District)

Received by/Originator

Case # (automatically assigned)

Field Input:

Inspection Date/Comment/Billable Hours (Multiples)

Notice Printed?/Compliance Date/Reinspection Date (Multiples)

Ability to add manual Reinspection Fee

Citation Issued?/Date

Hearing Date (45 days from Citation Date + following Wednesday)

Case Status

Referral to other Dept.

Add: Photo to file

Inspector Close

Assigned to Attorney:

Attorney Assigned/Date

Attorney Disposition

Attorney Sign Off/Date

Planning

CODE ENFORCEMENT

Reports:

- # Cases Received/Month/Type
- # Violations Received/Month/Type
- # Cases Closed/Month/Officer
- # Citations Issued/Month/Officer
- Fee/Month/Type
- # Inspections/Month/Officer
- # Cases Sent to Attorney/Month
- # Cases Attorney Sign Off/Month

Planning

PROPERTY DATA BASE

Creation, inquiry, & update (Auto property owner record update using Win2Data) (*See Modified UDI*)
Verification of address-based entities using street guide
Generate reports & mailing labels for multiple property owners information using a designated radius

ENTITLEMENTS

Creation, inquiry & update (Query by address, APN, Tract/Block/Lot, People)
Link to Building Permits and COFO's
Zone (drop)
General Plan Info (drop)
Tract/Block/Lot Info
APN #
Land Description & Code Information (*from Win2Data but modified for our needs*)
Special Concerns - multiples
Affordable Housing, Coastal Status, Flood Zone, Exempt, Certif, LOMR + following drop
(Drop) *Design Review Required, Redevelopment Info, Seismic, Historical, Oil, Methane, Noise, Archeological, Haz Waste (multiple)*
Specific Entitlements (drop for each = Case, Auto #, Submit Date, Request, Requestor, Staff Assigned)
Address Assign, Address Change, Animal Permit, Appeal to PC, Appeal to CC, Cat Exclus Letter, CC&R Review, Earthquake, Cert of Compliance, Coastal Development, Cond Use Permit, Design Review, Development Agree, EIR, Entitle Plan Amend, Environ Assess, Extend Time, Final Parcel Map, Flood Plain Var, Gen Plan Amend, Initial Plan, Zone & Review, Ltd Sign Permit, Local Coastal Rev, Local Coastal Prog Amend, Planned Sign Program, Prelim Plan Review, Reverse to Acre, Sign Code Exception, Special Permit, Specific Plan Rev, Temp Sign Permit, Temp Sales Event Permit, Temp Use Permit, Tent Parcel Map, Tent Tract, Variance, Zoning Map Amend, Zoning Text Amendment, + ability to add additional not on list
Detail of approvals for each of Entitlements:
(Include routing, approval dates, specific conditions, condition expire date or "vest")
Calculate fees based upon the above specific entitlements
Penalty: Y/N
Fee Adjustment/Item
Total Fees
Paid Amount/Cash/Check/Credit Card/Control # (may be multiple)
Issued by
Cash receipting, linked to revenue accounts

Planning

Reports:

Entitlements "approved" or "denied" w/related action, by PC, ZA, DRB, DIR (monthly & calendar year)
Expired Entitlements by Address & Send Notification Letter to Applicant & Property Owner (prior to expire)
Automatic Removal (add "vested") of Expire Date with the Completed & Approved Building Permit Inspection
Listing of all properties in Floodplain annually by address and APN
New construction in floodplain monthly and calendar year-end
Coastal Zone Appeal (check with Susan for details)
Letter to property owner and contractor following building permit issuance advising that Elevation Cert is required

PERMITS

Creation, inquiry & update of Temporary Sign Permit
Business Location
Business Name
Applicant Name
Applicant Address/Phone/Email
Previous Temp Sign Violation (last calendar year)? Y/N
Violation Date
Sign Install Date
Dates Scheduled to Post: From/To/# Days (drop) multiples
Diagram Scanned
Fee Calculation:
Penalty: Y/N
Fee Adjustment Amount/Item
Total Fee:
Paid Amount/Cash/Check/Credit Card/Control # (may be multiple)
Issued by
Permit # (auto)/date (auto)
Track history of permits issued by location; count cumulative days signs posted

Report: Expired Permits by RD by location
Report: Permits that have exceeded 90 days in calendar year, by RD, by location

Public Works

PUBLIC WORKS PERMITS - GENERAL INFORMATION

Ability to track & monitor PROJECTS (See Attachment):

- Conceptual Design
- Development review & Conditioning
- Plan Check Submittal & Review
- Permitting
- Inspection
- Schedule Monitor/Maintenance (Water Quality, Fire inspect)

Independent Project Identifier, Universal to all depts.

Project #, TT #, Tract #, APN#, RD#

Date

Persons Included:

- Owner, Address, Phone # (auto-populate)/Email

- Contractor, Address, Phone #, Email

- Contract License Active/Expire Date

- Insurance Active/Expire Date

- Sub-Contractor(s), Address, Phone #, Email

- Business License Active/Expire Date

- Contract License Active/Expire Date

- Engineer(s), Type, Address, Phone #, Email

- Business License Active/Expire Date

- Contract License Active/Expire Date

Fee Calculations & Penalty Assessments by Type

Payment Receipt/Amount/Date/Pay Type/Balance

Link to Other Agencies/depts for data verifications:

- State Contractors Lic.

- City Risk Management Insurance

- County

- Caltrans

- City Business License

- Fire

- City's GIS System

Ability to Issue, Track, Update, the various Permits (see below)

Public Works

Grading Permits (multiple types include Stockpile, Remediation, Rough, Precise):

Grading - Stockpile Permit:

Permit #

Emergency Contact/Phone #

Location

Qty/ (if over 25,000 cubic yards, requires Planning Approval)

Erosion Control Plan

Approvals by:

Property Owner

County, State, Federal, City Traffic/Haul Route

Plan Submission Date/ Re-Submission Date

Soils Report? y/n/na

Remediation Req'd? y/n

Dust Control:

Std. Conditions (Lookup/Choose)

Hours Allowed

Approved by

Issue Date

Expiration Date

Grading - Remediation

Permit #

Emergency Contact/Phone #

Location

Qty/ (if over 25,000 cubic yards, requires Planning Approval)

Erosion Control Plan

Approvals by:

Property Owner

County, State, Federal, City Traffic/Haul Route, fire

Plan Submission Date/ Re-Submission Date

Soils Report? y/n/na

Dust Control:

Std. Conditions (Lookup/Choose)

Hours Allowed

Approved by

Issue Date

Expiration Date

Public Works

Grading - Rough

Permit #
Emergency Contact/Phone #
Location
Plans Submit Date/ Re-Submission Date
Plans Approve Date
Qty
Soils Report? y/n/na
Remediation Required? Y/n
Dust Control:
 Std. Conditions (Lookup/Choose)
 Hours Allowed
Approvals:
 Traffic, Planning, Fire, Public Works
Issue Date
Expiration Date

Grading - Precise

Permit #
Emergency Contact/Phone #
Location
Plans Submit Date/ Re-Submission Date
Plans Approve Date
Qty
Soils Report? y/n/na
Remediation Required? Y/n
Dust Control:
 Std. Conditions (Lookup/Choose)
 Hours Allowed
Approvals:
 Traffic, Planning, Fire, Public Works Line/Grade
Issue Date
Expiration Date

Grading - Encroachment

Permit #
Location:
 Street A+# & Street B+#, Direction; or Address Specific
Hourly Fee? y/n (Need to determine how to track this); If Not Hourly = Quantity Fee
 Categories (Lookup Items by Category), Add Quantity
Total Fee or To Be Billed Later, if Hourly
Traffic Control? Y/n If Yes, City Standards (Drop 1-25) with Special Notes
 If Yes, City Standards (Drop 1-25) with Special Notes
Plan Submission Date/ Re-Submission Date
Application Date

Public Works

Harbor Permit

Permit #

Location: Street Name, Number

Approvals (Y/N; Concept Approved by Whom; Final Approval by Whom) by: Army Corps, Coastal, State Land, County, City

Quantity Fees (Drop)

By Category, Choose Item, Qty

Conditions: Notes

Issue Date/ Expire Date

Overload Permit

Permit #

Cal Trans Requirement (John Von Holle to provide this info)

Fees: Single or Annual

Haul Route Description

Insurance in Force (auto link)

No Business License Requirement

Subdivision Permits

Project #, TT#, Tract #, APN#, RD#

Date Received by Planning

Persons Included:

Owner Name, Address, Phone (auto populate)

Contractor Name, Address, Phone #

Business License Active/Expire Date (auto)

Contract License Active/Expire Date (auto)

Insurance Active/Expire Date

Sub-Contractor(s) Name, Address, Phone #

Business License Active/Expire Date (auto)

Contract License Active/Expire Date (auto)

Insurance Active/Expire Date

Engineer(s) Name, Type, Address, Phone #

Business License Active/Expire Date (auto)

Contract License Active/Expire Date (auto)

Tract Map Review Process:

1st Review by Whom/Date/Comments

2nd Review by Whom/Date/Comments

Approval Fee Calculations

Approvals/Dates/Comments by PW, Planning, County, Council

License/Franchise Agreement

Easements

Improvement Plan Reviewed by:

Whom Date, Comment, Re-submit Date, Approval Date for each of the following:

Sewer, Water, Storm Drain, Landscape, Street Improvement, Street Lighting, Dry Utilities, Signals, Traffic Control

Fee Calculations

Rough Grading (see above)

Precise Grading (see above)

Bonds Include:

Performance: \$, Accept Date, Release Date

Labor/Material: \$ Accept Date, Release Date

Monument: \$ Accept Date, Release Date

Guaranteed Warranty: \$ Accept Date (Auto=Performance Release Date), Plan Release Date= 1 Yr, Actual Release Date

Public Works

Public Works Inspections

All Public Works Inspections Require:

Request Date

Permit #, TT# or Tract #, Address

Contractor Name, Phone, Email

Inspector Name

Inspection Type (as listed below by Permit Type)

Inspection Status (*A=Approved, D=Denied + Notes Allowed, P=Pending+ Notes Allowed*)

Stockpile Inspections:

Required Inspection Type: *Final Only*

Remediation Inspections:

Required Inspection Type: *Final Only*

Rough Grade Inspections:

Required Inspection Types: *Soils Report, NPDES, Final*

Optional Inspection Types: *Erosion Control, SWPPP (only required if over 1 acre)*

Precise Grade Inspections:

Required Inspection Types: *Line & Grade Cert, Line & Grade Sign Off, Final*

Note: *Line & Grade Inspections need to be "linked" to Building Permits*

Final Grade Inspections:

Required Inspection Types: *Final Grade Cert, Final Soils, As-Built Plans, Landscape, Water, Fees Paid*

Other: *Encroachment Permits Final*

Other Linked to Building Permits: *Precise Grade Final, Public Works Final*

Encroachment Permit Inspections:

Traffic Control

Dry Utilities: *Final (Need to be able to track inspectors time for billing)*

Sewer Main: *Pipeline, Manholes, Air Test, TV, Ball & Flush, Mandrell (opt), Manholes Raised to Grade, Manholes Coated, Compaction Report/Slurry, AC Paving, Final*

Sewer Lateral: *Saddle/Wye, Pipeline, Compaction Report/Slurry, AC Paving, Final*

Storm Drain: *Pipeline, Joints Grouted, Structures (opt), TV, NPDES (opt), Manholes Raised to Grade (opt), Compaction Report/Slurry, AC Paving, Final*

Street Improvements: *Curb/Gutter (opt), Cross Gutters (opt), Drive Approaches (Opt), Sidewalks (Opt), Handicap Ramps (opt), Subgrade/AB/Base AC, Curb/Gutter, Remove/Replace (opt), Curb Patching(opt), AC Cap (opt), Traffic Signs (opt) Striping/Markings (opt), Final*

Street Lights: *Conduit, Foundations, Poles, Conductors, Service Pedestals (opt)*

Traffic Signals: *Conduit, Foundations, Poles, Conductors, Loops or Videos (choose one), Cabinet Controller, Service Pedestal, Final*

Bus Shelters: *Structural, Electrical or Solar (choose one), Final*

Harbor/Docks: *Final*

Obstruction: *Final with notes*

Public Works

Subdivision Inspections:

Need to be able to clone these from original submittal for each Lot#

Required Inspections:

Rough Grade: *Required & Optional*

Line & Grade: *Engineers Cert, Sign-Off Line & Grade (Linked to Building Permit)*

Sewer: *Pipelines, Manholes Installed, Air Test, TV, Ball/Flush, Mandrell, Manholes Raised to Grade, Manholes Coated, Final*

Storm Drain: *Pipelines, Joints Grouted, Structures, TV, NPDES, Manholds Raised to Grade, Final*

Water: *Pipe, Fittings, Thrust Block, Air-Vac/Blow Offs, Hydrostatic Test, Health Test, Backflow, Valve Boxes Raised to Grade,*

Water Meter, Water Release, Final

Dry Utilities: *Edison, Telephone, Gas, CATV, Fiber Optic, Street Lighting, Handholes/Vaults, Traffic Signals (opt), Final*

Street Improvements: *Curb/Gutter, Cross Gutters, Drive Approaches, Sidewalks, Handicap Ramps, Subgrade/AB/Base AC,*

Curb/Gutter Removal/Replace, Curb Patch, AC Cap, Final

Signs & Markings: *Street Name Signs, Traffic Control Signs, Striping/Markings, Final*

Landscape: *Lot Release, Common Landscape, Service Pedestal, Final*

Occupancy Release: *Final Grade Cert, Final Release (Linked to Building Permit)*

Bond Release: *As Built Plans, Final Soils, Fees Paid, Final Grade Cert, Final Walk-through, Monument Letter, Tract Final*

Can generate searches by Parcel Map, Tract Map, or project files

Owner/Developer

Contractor

Engineer/Architect

Addresses

Permit Number

Assessor parcel #

Tract # or Tentative Tract #

Project #

Entitlement # (CUP, Tract#, Parcel#, etc.)

Soil Report #

Able to cross reference (scanned-in) drawings, all Maps, Reports, Soils reports, and existing files

Fire

Permits

Building Permit/Plan Check Review; track status of each component; track releases/holds/notes

Check for Square Footage Requirements

Plan Check to include Fire Hydrants

Fire Alarm Permit; track call-outs; ability to invoice for false alarms

Sprinkler System Permit; link to Building Permit; CofO;

Hazardous Materials Permit; link to Business License; track chemical inventory; site plan; Emergency Plan and Occupancy Inspection Fields

Oil Well Locations/RD# & FD#; Well Information(well type, vent, barrier, history); Tracking (link to Bus Lic) ; active/abandoned; ability to invoice/track fees

Fire Inspection

CofO Inspection/Release; track status of each inspection component; schedule follow-up inspections; charge re-inspection fee

Annual Fire Safety Inspection; track status of each component; schedule follow-up inspections; charge re-inspection fee

Hazardous Materials Inspection; track materials; ability to attach photos; track releases/holds/notes

Annual Fire Hydrant Maintenance Inspections; track dates of service; ID#;

Misc.

Print inspection reports at site on field units

Prepare invoices, monthly reports, letters, violation notices and Citations.

Tied to Cert. Of Occupancy

Inspection history; Holds, Releases, Notes, Persons

Generate violation notices

City Treasurer

BUSINESS LICENSE

Creation, inquiry, update on the below

Business Name

DBA

Business Address/Suite #

(link to Cof O: Valid y/n; link to CUP # & date)

Reporting District (auto from address)

Business Telephone #/Fax number/Extention/Mobile #

Mailing Address (min 4 lines) with zip code + 4

Web Site address

E-Mail address

Business Description - text/comments area

SIC (standard industry code)

Licenses that require coordination (workflow) with other departments

(Massage, Gun, Entertain, Alcohol, 2nd hand dealer, SOB, fortune teller) = Send to PD/date

(No Fee Permits for Bingo, Towing Company, Special Events, insurance agents, banks)

(Nail Salons) including # of stations/names of independent contractors

Legal Owner of Business

Professional License #

Date Business Start in HB/Date closed/effective date/expiration date of license

Account Status (Active/Inactive/Delinq/Pend) and comments section

Emergency Contact: (multiples)

Name

Address

Phone(s)

Birthdate/Place

Soc Sec #

Eye Color

Height/weight

Calif DL #

Vendor Deliveries: Y/N - possibly list, also list maintenance contracts (gardeners, etc.)

Contractor Lic # & Class

Project Address

BUSINESS LICENSE

Continued

Business Org: Individual/Partner/Corp - Link to Franchise Tax Board (FTB)

Fed ID #

State ID #

City Treasurer

Soc Sec #

Owners or Officers (multiples)

Individuals Working: Full Time/Part time - with audit report of changes with time stamp

Vehicles Used:

Under 1 Ton / Lic # (multiples)

1to 3 Ton / Lic # (multiples)

Over 3 Ton / Lic # (multiples)

Do You Collect Sales Tax Y/N

If Yes, Resale # - link to State Board of Equalization

Taxable Revenue amount

OC Health Dept Permit # - Link to Health Department

Burglar Alarm System Y/N Permit # / Possible link to Police

Rental Units/Date of Purchase

Rental Equipment:

Passenger Autos

Trucks

Trailers (2 whl)

Trailers (4 whl)

Coin Operated Machines:

Music

Vending (soda/snack/candy, etc)

Service

Amusement (game/photo/pool table, etc)

Vending Company Names/Address (multiples)

Comments: (multiple)

Mobile Vendors: (attachment for photo)

Product Sold

Location Vehicle Parked Overnight

Vehicle Make/Model/Yr/Color/Serial

Registered Owner/Address/Phone

Description/Logo/Photo

Previous License Y/N; City/Date

Previously Revoked Y/N/ Yr/Reason

BUSINESS LICENSE

Continued

Drivers:

Names

Liability Insurance

Calculate Taxes and delinquent fees/post to General Ledger revenue accounts and link to cashiering system

Paid Date/Receipt #/Check # /Credit Card Payment/Card#/Transaction Code/Change Status

City Treasurer

Ability to refund overpayment with security
10% Penalty for unpaid license/each month up to 100%

Business License Issue Date/Business License Number (next numbering)/Renewal Month
Home Occupation Permit

Reports:

Daily List of all corrections made to business license (listed as input)
Daily List of all new business license (listed as created)
Daily list of all renewals paid (alphabetically)
Daily list of delinquent accounts that have been paid or closed.
Monthly List of all active businesses located in HB by street address.
Monthly list of all active business (alpha)
Monthly list of new businesses (alpha)
Monthly list of closed businesses (alpha)
Monthly list of paid renewals showing expiration date (alpha)
Monthly list of paid renewals showing payment date (alpha)
Statistics of active accounts, new accts, delinquent accts, closed accts, renewals sent, and revenue associated with each of these
Monthly list of new accounts include phone #'s (alpha)
Monthly list of 90 day delinquent accts (alpha)
Monthly list of new accounts showing # per type code
Monthly list of inactive accts showing # per type code
Compare to HDL Information: List of active accounts comparing resale #'s (if records match = accept, not match = reject), Print Reject List
Monthly list of Active Local Commercial Businesses by Reporting District, then by Street
Monthly list of Closed Local Commercial Businesses by Reporting District, then by Street

History:

Business Visit Date/Comment/NOV/Photo (multiples)/Change Status/Items sent (I.e. delinquency letter)
Telephone Record/Date/Comment
Renewal Letters Sent/Date/Change Status/OCR Encoding for porcessing in cashiering system
NSF Checks/NSF Charges/Letter generation

Monthly:

Delinquent Notices + Late Fees + Report
License/Permits Issued/Month/Type
\$ Issued/Month/Type or Cost Center? (Incl. Tax and delinquent amount)
Field Inspections/Month
Be able to print certified copy with public safety only

City Treasurer

Ability to Link to the Following Systems/Functions

Various Tax Authorities

MRC Property Tax

HDL Sales Tax

SBE

Health Department

Franchise Tax Board

Business System - JD Edwards One World/Utility system

Cash Receipting system record to update records & appropriate data

Other related revenues to track

Transit Tax-Bed Tax tables to calculate fees

Oil Royalty Tax Tables to calculate fees

Interface with GIS

Interface with JD Edwards Addressbook

Components of System

GENERAL COMPONENTS

Customization; No future upgrades will override in-house customization

Assignment of security down to "field" level for creation, inquiry and update

Open Architecture (interface w/other Hardware)

IBM, HP, NT, Unisys, etc.

Runs on Windows NT

Database Utilizes SQL Server

All scanned documents need to be in "TIFF" Format

All digital files should be in "ODBC" format such as Dbase, Access, Excel with unique identifying #

Minimum AND Preferred Hardware Requirements for Network/Printers/Workstations and Configurations Defined

Related Software Requirements and estimated costs included

Data Conversion Recommended Action Plan Included

Training Costs to be included/Phased Training or Train the Trainer Concept

Recommended Timeline to be included/Final Timeline to be agreed upon

Internet capability to issue Permits On-Line and Check Selected Information/History (specific security rights for each field)

Project # Assigned to all developments and provide for hierarchy tracking (parent/child)

Permits grouped/linked to projects

Assignment of security for groups, user types, persons, down to "field" level for creation, inquiry and update

Create Cash Receipts with unique receipt number for each transaction

Accept Payments and track type (cash, check, credit cards, deposits)

Fees/Payments categorized to individual financial account numbers (ie 10035201.63050)

Reporting of any type of data

Capability to customize/create reports using any type of Account, Category, Field, etc.

E-mail notifications and Internet Access Capable

Data Transfer to/from Field Units:

Capable of utilizing M-Track Software for Field Inspections

Capable of using handhelds (Laptops, Palm Pilots, Other)

Data compression to reduce cost & transmission time

Capable of the "sign off" process

IVR System

Capable of interfacing with Selectron or comparable

Ability to track calls, hour, day, month

Ability to track calls by request type

Determine where call comes in on x5241 or a *Rollover* to x4085 or other location

Components of System

GIS System

Must be compatible with City's existing GIS MapObjects System

Data fields for Address must comply with City's Existing GIS Addressing Conventions

Optical Imaging

Compatible with ????? software, Windows NT system

Able to launch into Imaging System History by APN, Address, Project, Tract

Disaster Assessments

Clean up efforts, property damage, bldg. Repair

Accessed by IVR or hand helds

- Assessor's Files, property size

- Land use, Subdivision info

- Legal Description

RCA ROUTING SHEET

INITIATING DEPARTMENT:	Building & Safety
SUBJECT:	Municipal Software Contract
COUNCIL MEETING DATE:	February 2, 2004

RCA ATTACHMENTS	STATUS
Ordinance (w/exhibits & legislative draft if applicable)	Not Applicable
Resolution (w/exhibits & legislative draft if applicable)	Not Applicable
Tract Map, Location Map and/or other Exhibits	Not Applicable
Contract/Agreement (w/exhibits if applicable) (Signed in full by the City Attorney)	Attached
Subleases, Third Party Agreements, etc. (Approved as to form by City Attorney)	Not Applicable
Certificates of Insurance (Approved by the City Attorney)	Not Applicable
Financial Impact Statement (Unbudget, over \$5,000)	Not Applicable
Bonds (If applicable)	Not Applicable
Staff Report (If applicable)	Not Applicable
Commission, Board or Committee Report (If applicable)	Not Applicable
Findings/Conditions for Approval and/or Denial	Not Applicable

EXPLANATION FOR MISSING ATTACHMENTS

REVIEWED	RETURNED	FORWARDED
Administrative Staff	()	()
Assistant City Administrator (Initial)	()	()
City Administrator (Initial)	()	(<i>arl</i>)
City Clerk	()	

EXPLANATION FOR RETURN OF ITEM:

(Below Space For City Clerk's Use Only)

RCA Author: Richards



Professional Services Contracts Checklist for Submittal to City Clerk's Office

(Please transmit this form when your contract is ready to be filed in the City Clerk's Office)

1. Name of Contractor:

MUNICIPAL SOFTWARE CORPORATION

2. Purpose of Contract: For Example: Audit Services – Fair Labor Standards Act or
Water Quality Testing Huntington Lake – Huntington Central Park

SOFTWARE DESIGN AND IMPLEMENTATION SERVICES

3. Expiration Date: If no expiration date, please put a tentative expiration date so the City
Clerk's Office can inquire of your Department if the file is ready to
inactivate.

12-16-03

4. Amount of Contract:

\$500,000.⁰⁰

12-26-01
Date
Name RENEE KADEN (x5383)
Department BUILDING & SAFETY

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
Municipal Software Corporation
FOR
Software Design & Implementation Services

THIS AGREEMENT ("Agreement") is made and entered into this 17th day of
December, 2001, by and between the City of Huntington Beach, a municipal
corporation of the State of California, hereinafter referred to as "CITY," and
Municipal Software Corp., a private incorporated company
hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to
Design & Implement City View Software; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of
the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of
professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A"**
which is attached hereto and incorporated into this Agreement by this reference. These
services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Ian Carmichael, who shall
represent it and be its sole contact and agent in all consultations with CITY during the
performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence as soon as practicable after the execution of this Agreement by CITY (the "Commencement Date"). This Agreement shall expire on Dec. 16, 2003 unless sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than two years from the Commencement Date of this Agreement. These times may be extended with the written permission of CITY. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** a fee, including all costs and expenses, not to exceed Five Hundred Thousand Dollars (\$500,000.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional

compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement.

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CITY

shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall furnish a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any other similar form of limitation on the required coverage except with the express written consent of CITY. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting

provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. shall state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from the provisions for indemnification of CITY by CONSULTANT under the Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the *California Government Code*.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below; provided that CITY and CONSULTANT, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

TO CITY:

City of Huntington Beach
ATTN: Ross Cranmer
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Robert E. Bennett
President
Municipal Software Corp.
1623 McKenzie Ave, 2nd Floor
Victoria, BC V8N 1A6, Canada

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires.

Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the *United States Code* regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

Except as expressly set forth in Section 8 of this Agreement, in the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supercede all prior

understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized offices the day, month and year first above written.

CONSULTANT,

Municipal Software Corp.

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of California

a privately Incorporated Company

By: _____

Robert E. Bennett

Robert E. Bennett

print name

ITS: (circle one) Chairman President Vice President

AND

By: _____

Troy Kusy

print name

ITS: (circle one) Secretary Chief Financial Officer/Asst.
Secretary - Treasurer

Tom O C

Director of Building and Safety
(Pursuant To HBMC §3.03.100)

APPROVED AS TO FORM:

Scott Feld

City Attorney

REVIEWED AND APPROVED:

Rag Siler

City Administrator

(only for contracts over \$50,000.00)

Exhibit A

Scope of Work

A. STATEMENT OF WORK:

MUNICIPAL will undertake and provide the following services (pursuant to Proposal dated April 23, 2001 and City's Request for Proposal/Project Specifications dated April, 2001, both attached hereto):

1. Provide 50 concurrent licenses of CityView and services as dictated by its Annual Software Maintenance Agreement.
2. Provide Project Management, System Design and Implementation of City View as follows:
 - i. The City will implement the CityView system in phases. Inherent in each phase will be the design/planning for an Interactive Voice Recognition System (IVR), Internet, and Field deployment, where applicable.
 - ii. The first phase will include scoping the entire project and importing the property data that will be used throughout the system. Training will take place as each phase is completed. After the completion of phase one, *SysAdmin*, *Reporter* and *Designer* training will be delivered along with *Essentials* and *Application* training for users of Business Licensing and Code Enforcement. Subsequent phases will involve only *Essentials* and *Application* training for the users of each new module.
 - iii. Phase One (Business Licensing and Code Enforcement, 20 forms)
 1. Pre- Training (Subject Matter Expert Training in City View Essentials 2 days)
 2. Data Collection and Project Scope (data collection and scope document prepared)
 3. Implementation/Customization – Prototype Development
 4. Implementation/Customization – User review, form refinement and data conversion
 5. Training (7days)
 - iv. Phase Two (Building Permitting and Plan Checks, 25 forms)
 1. Implementation/Customization – Prototype Development
 2. Implementation/Customization – User review, form refinement
 3. Training (4 days)
 - v. Phase Three (Planning and Pre-Construction, 25 forms)
 1. Implementation/Customization – Prototype Development
 2. Implementation/Customization – User review, form refinement
 3. Add 25 Users to System
 4. Training (4 days)
 - vi. Phase Four (Public Works and Fire Permits, 30 forms)
 1. Implementation/Customization – Prototype Development
 2. Implementation/Customization – User review, form refinement
 3. Training (4 days)

Exhibit A

Scope of Work

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

1. Provide knowledgeable personnel, experienced in implementation who will provide leadership, advice and support in the application design, data management, conversion, and testing.
2. Assist City with the assessment of gaps or inconsistencies between current processes and application processes, and develop strategies and approaches to resolve gaps or inconsistencies.
3. Define data conversion approach and assist in the conversion of existing data.
4. Review City's proposed hardware, operating system, and database to insure system performance will meet or exceed existing performance of the City's Legacy system.

C. CITY'S DUTIES AND RESPONSIBILITIES:

1. Provide knowledgeable personnel, experienced in the City's processes and requirements and authorize them to make decisions and perform the activities required for the City to implement the application software.
2. Provide a Project Manager who will be responsible for the day-to-day management of the project, report progress to the Executive Sponsor, manage the project budget, and develop/monitor project plans and schedules.
3. Provide Project Team/Subject Matter Experts who have in-depth knowledge of the City's existing business processes, procedures, systems, personnel and reporting, as well as a solid understanding of the City's future direction and related requirements. Team members are expected to participate in the project at least 50% of their time during the scoping/design/testing phase. The following are the expected responsibilities of the team members:
 - i. Attend scheduled training sessions
 - ii. Act as focal point for issues affecting their application area
 - iii. Develop and maintain procedures within their application area
 - iv. Develop end-user training manuals
 - v. Test and troubleshoot issues in their application area
4. Provide Technical personnel to establish, operate and support both the test and production environments for the Permit System. Their responsibilities include:
 - i. Knowledge of the hardware, operating system, and databases
 - ii. Participate in the initial software installation and cumulative updates
 - iii. Configure the test and production environments. Help determine any scalability issues during test environment and for updates
 - iv. Manage test and production environments, including networks, servers, workstations and their connectivity
 - v. Provide technical solutions to hardware issues.
 - vi. Responsible for managing interfaces
 - vii. Accept system into production
 - viii. Maintain system including daily backups

Exhibit A

Scope of Work

D. PROJECT SCHEDULE:

1. Phase One (Business License and Code Enforcement): Jan – March, 2002
2. Phase Two (Building Permitting and Plan Checks): April-June, 2002
3. Phase Three (Planning and Pre-Construction): July-September, 2002
4. Phase Four (Public Works and Fire Permits): October-Jan, 2003
5. Phase Five (GIS Activation): Feb-March, 2003
6. Phase Six (Internet Activation): March-May, 2003

This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

Exhibit B

Payment Schedule

In return for the work shown in Exhibit "A" to be provided by MUNICIPAL SOFTWARE ("MUNICIPAL") pursuant to the terms of this Agreement, City of Huntington Beach ("CITY") shall pay as follows:

LICENSING:

\$99,500 invoiced upon receipt of initial order.

ANNUAL SOFTWARE MAINTENANCE:

\$20,000 invoiced upon delivery of City View software.

DESIGN/IMPLEMENTATION:

The City will implement its CityView system in phases. Inherent in each phase will be the design/planning for Interactive Voice Recognition (IVR), the Internet and Field deployment, where applicable. The cost of the project is currently valued at \$327,090. The City understands that costs for data conversion and the number of forms required are estimates and may vary.

PHASE ONE (Business Licensing and Code Enforcement, 20 forms)

Pre-Training (Subject Matter Expert Training in City View Essentials 2 days):

\$4,000 invoiced prior to scheduled training and due on or before the first day of training⁽¹⁾.

Data Collection and Project Scope (data collection and scope document prepared)

\$10,000 invoiced upon scheduling data collection visit.

Implementation/Customization (Business Licensing and Code Enforcement Prototype):

\$6,300 invoiced upon City's acceptance of the scope document.

Implementation/Customization: (user review, form refinements and data conversion):

\$12,840 invoiced upon scheduled User Review.

Training (7 days):

\$20,200 invoiced prior to scheduled training and due on or before the first day of training⁽¹⁾.

PHASE TWO (Building Permitting and Plan Checks, 25 forms)

Implementation/Customization (Building Permitting and Plan Check Prototype):

\$7,875 invoiced upon City's acceptance of the scope document.

Implementation/Customization: (user review, form refinements):

\$9,375 invoiced upon scheduled User Review.

Training (4 days):

\$13,200 invoiced prior to scheduled training and due on or before the first day of training⁽¹⁾.

Exhibit B

Payment Schedule

PHASE THREE (Planning and Pre-Construction, 25 forms)

Implementation/Customization (Planning and Pre-Construction Prototype):

\$7,875 invoiced upon City's acceptance of the scope document.

Implementation/Customization (user review, form refinements):

\$9,375 invoiced upon scheduled User Review.

Add 25 Users to System:

\$49,750 Licensing and a \$10,000 Increase in Annual Software Maintenance invoiced upon notice by City.

Training (4 days):

\$13,200 invoiced prior to scheduled training and due on or before the first day of training⁽¹⁾.

PHASE FOUR (Public Works and Fire Permits, 30 forms)

Implementation/Customization (Public Works and Fire Prototype):

\$9,450 invoiced upon City's acceptance of the scope document.

Implementation/Customization (user review, form refinements):

\$10,950 invoiced upon scheduled User Review.

Training (4 days):

\$13,200 invoiced prior to scheduled training and due on or before the first day of training⁽¹⁾.

ALL OTHER CONSULTING SERVICES

Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Should the budgeted amounts for any step be reached, MUNICIPAL will stop work on that step until new funds are approved. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

OTHER:

Charges for time during travel are normally not reimbursable and will only be paid if such time is actually used in performing services for CITY or as otherwise arranged with CITY.

Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by MUNICIPAL shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

Exhibit B

Payment Schedule

MUNICIPAL shall submit to CITY an invoice for each progress payment due. Such invoice shall:

- 1) Reference this Agreement;
- 2) Describe the services performed;
- 3) Show the total amount of the payment due;
- 4) Include a certification by a principal member of MUNICIPAL's firm that the work has been performed in accordance with the provisions of this Agreement; and

Upon submission of any such invoice, if CITY is satisfied that MUNICIPAL is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify MUNICIPAL in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by MUNICIPAL is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

⁽¹⁾ Invoices to be submitted to Project Manager three (3) weeks prior to scheduled training.

HENDRY, SWINTON, MCKENZIE

INSURANCE SERVICES INC.

830 Pandora Ave., Victoria, BC V8W 1P4 Phone (250) 388-5555 Fax (250) 388-5959

TO: Christi Mendoza

Fax: 714-374-1597

Certificate of Insurance

Dated: December 11, 2001

This is to Certify
that

Insurance as described hereunder has been arranged on behalf of the Assured named herein and that such Insurance, at the date hereof, is in full force and effect.

Assured:	Municipal Software Corporation 2nd floor 1623 McKenzie Avenue Victoria, BC V8N 1A6	Term:	12 months
Payee:		Effective:	August 29, 2001
		Expires:	August 29, 2002

POLICY NUMBER	COMPANY	SUM INSURED OR LIMITS OF LIABILITY
8137086	GERLING CANADA INSURANCE COMPANY AM Best rating of A	\$3,000,000.00 Each Occurrence/ Aggregate
Interest Insured:	<p>COMMERCIAL GENERAL LIABILITY - Covers legal liability as imposed by law for bodily injury or property damage resulting from the business operations of the named insured, subject to a \$1,000.00 occurrence in Canada and other foreign property damage and bodily injury deductible and \$2,500.00 U.S.A. occurrence property damage and bodily injury deductible; subject to policy extensions and exclusions.</p> <p>Includes the following: Products & Completed Operations; Blanket Contractual Liability; Employees as Additional Insureds; Contingent Employer's Liability; Broad Form Property Damage; Incidental Malpractice; Broad Form Automobile; Broad Named Insured; Personal Injury Liability; Non-Owned Automobile S.P.F. No.6; Medical Payments \$1,000.00 any one person, \$10,000.00 any one accident; Tenants Legal Liability, \$750,000.00.</p> <p>Municipal Software Corporation is responsible for the Deductible.</p> <p>This policy excludes any U.S. employees and Professional Liability</p> <p>IT IS HEREBY UNDERSTOOD AND AGREED THAT the following is added as an Additional Insured but only with respect to the operations performed by or on behalf of the Named Insured and the within policy will not be suspended, voided or canceled by either party, reduced in coverage or in limits without Thirty (30) Days prior written notice; however, ten (10) Days prior written notice in the event of cancellation for nonpayment of premium being given to:</p> <p>City of Huntington Beach, it's Agents, Officers and Employees 2000 Main Street, Huntington Beach, CA, USA 92648</p> <p>Such Insurance as is afforded by this extension does not insure liability arising out of the operations of the Additional Insured or its employees.</p>	
Conditions:	<p>The Insurance described above is subject to the limitations, exclusions and conditions contained in the policies.</p> <p style="text-align: right;"><i>Carol Leach</i> HENDRY, SWINTON, MCKENZIE INSURANCE SERVICES INC.</p>	

THIS POLICY MAY CONTAIN A CLAUSE(S) WHICH LIMITS THE AMOUNT PAYABLE;

APPROVED AS TO FORM
GAIL HUTTON, City Attorney
By: Deputy City Attorney

Jan P. Hall 12/13/01

GERLING CANADA INSURANCE COMPANY

SPECIAL ENDORSEMENT

POLICY NO: 8137086

ENDORSEMENT NO: 01-001

EFFECTIVE DATE: Aug 29, 2001

BROKER NO: 2310 HENDRY, SWINTON, MCKENZIE INS. SERVICES INC.

NAMED INSURED: MUNICIPAL SOFTWARE CORPORATION

It is hereby understood and agreed that the following is added as an Additional Insured but only with respect to the operations performed by or on behalf of the Named Insured and the within policy will not be suspended, voided or cancelled by either party, reduced in coverage or in limits without thirty (30) Days prior written notice; however, ten (10) Days prior written notice in the event of cancellation for nonpayment of premium being given to:

City of Huntington Beach, It's Agents, Officers and Employees 2000
Main Street, Huntington Beach, CA, USA 92648

Post-it Fax Note 7671E		Date 12-12-01	# of pages 1
To Christi	From Carly		
Co./Dept. B&B M. J. J. J.	Co. HSM		
Phone #	Pi	Sooner than	
Fax #	Fax	anticipated	

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Lorne Pollock

From: "Rory O'Donoghue" <roryo@gerling.ca>
To: <lpollock@hsmininsurance.com>
Sent: Tuesday, December 11, 2001 10:01 AM
Subject: FW: gerling bests rating

85749 - Gerling Canada Insurance Company**Member of Gerling Group**

A.M. Best #: 85749

View a [list of group members or the group's rating](#)**Best's Rating****A (Excellent)*****Financial Size Category****X (\$500 million to \$750 million)****Ratings as of 12/11/2001 11:23:15 AM E.S.T.*or purchase the complete **Best's Company Report** for in-depth analysis.

Rating Category (Excellent): Assigned to companies which have, on balance, excellent financial strength, operating performance and market profile when compared to the standards established by the A.M. Best Company. These companies, in our opinion, have a strong ability to meet their ongoing obligations to policyholders.

Best's Ratings reflect our opinion based on a comprehensive quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. These ratings are **not a warranty** of an insurer's current or future ability to meet its contractual obligations. (Best's Ratings are proprietary and may not be reproduced without permission from A.M. Best.)

The rating symbols "A++", "A+", "A", "A-", "B++", and "B+" are registered certification marks of the A.M. Best Company, Inc.

Best's Security Icons are awarded to Secure rated (A++, A+, A, A-, B++, B+) companies. This special emblem displays their rating and category (Superior, Excellent, or Very Good), helping you discern industry leaders at a glance. Insurance Companies interested in placing a Best's Security Icon on their web site are required to [register online](#).

Copyright © 2001 by A.M. Best Company, Inc. ALL RIGHTS RESERVED

No part of this report may be distributed in any electronic form or by any means, or stored in a database or retrieval system, without the prior written permission of the A.M. Best Company. Refer to our [terms of use](#) for additional details.

12/11/01

1 - Attorney-Client

Municipal Software Corporation
1623 McKenzie Avenue
Victoria, British Columbia
Canada, V8N 1A6

*City of Huntington
Beach*

CityView®
AUTOMATING SYSTEMS
for LOCAL GOVERNMENTS

Proposal for:

City-Wide Permit System

Submitted By:



Municipal
SOFTWARE

Document Contents

Section 1	EXECUTIVE SUMMARY.....	1
Section 2	MUNICIPAL SOFTWARE CORPORATION.....	2
2.1	Our Mandate.....	2
2.2	History.....	2
2.3	Corporation Duration and Ownership.....	2
2.4	Government Software Experience.....	2
2.5	Services.....	3
	Project Management.....	3
	Implementation/Customization.....	3
	Data Conversion.....	3
	Training.....	3
	Annual Software Maintenance program (ASM).....	3
	Newsletter Subscription.....	4
	Annual User Group Conferences.....	4
	CityView Web site.....	4
	Partners.....	4
Section 3	ABOUT CITYVIEW.....	5
3.1	CityView Features.....	5
	Forms.....	5
	Reports.....	5
	Database.....	6
	Mapping.....	6
	Security.....	7
	Images.....	7
	Future of CityView and the Web.....	7
3.2	Mobile and Wireless Computing.....	7
3.3	Your CityView System.....	7
Section 4	MAINTENANCE and SUPPORT.....	9
4.1	Software Maintenance.....	9
4.2	Technical Support.....	9
Section 5	TECHNICAL SPECIFICATIONS.....	11
5.1	Environment.....	11
5.2	Database.....	11
5.3	Mapping (CityView uses ESRI MapObjects).....	12
5.4	Security.....	12
Section 6	PRODUCT PRICING.....	14

Document Contents

6.1 Software Licenses	14
6.2 Annual Software Maintenance (ASM).....	14
Section 7 IMPLEMENTATION METHOD and COSTS	15
7.1 Initial Subject Matter Expert Training.....	15
7.2 Site Visit.....	15
7.3 Scope Document	15
7.4 Prototype Forms	16
7.5 User Review	16
7.6 Form Refinement.....	16
7.7 Data Conversion	16
7.8 Training	17
Section 8 DELIVERY AND IMPLEMENTATION SCHEDULE.....	19
Section 9 COST SUMMARY	20
9.1 Software and Implementation Services	20
9.2 Expenses	20
9.3 Financing	22



City of Huntington Beach
City-Wide Permit System

Section 1 EXECUTIVE SUMMARY

We are very pleased to have the opportunity to provide the City of Huntington Beach with the following proposal. We believe that we can provide the City with the software and services that meet the requirements of all your users.

CityView was programmed to deal with the specific needs of each local government. It is open and flexible enough to fit with any business process. The City of Huntington Beach's requirements can be met through our method of implementation where we help you to create your forms and processes in CityView. Existing databases and forms are available for use, however given the unique requirements of the City and other cities across North America, we find our implementation approach to be the best methodology to getting up and live.

We have provided cost estimates based on what we have experienced in the past with other local governments. Of course these costs will change based on the exact number of licenses purchased, the exact number of forms to be implemented and the number of people the City wishes to train. Based on our assumptions and the information provided, your project will cost ~~\$340,950~~. We can also provide financing to the City, which works out to a monthly fee of \$110.38/License.

322,090

Once again, thank-you for the opportunity to respond! If you have any questions please do not hesitate to contact:

Steven Favalaro

Municipal Software Corporation
Telephone: 1-800-828-9284
Email: sfavalaro@municipalsoftware.com

Section 2 : MUNICIPAL SOFTWARE CORPORATION

2.1 Our Mandate

Municipal Software Corporation is focused on providing our clients the software and knowledge necessary to make their organizations more efficient and productive. Our mandate is: "provide systems that are capable of being installed on time, on budget and that perform beyond the computer user's level of expectation." We believe that computer users dictate the role of computer systems and software developers - not the other way around.

2.2 History

Our interests in local government are deeply rooted. Two former local government employees, one a planner and the other a computer scientist founded the company in 1982. At that time PCs were a fledgling technology but both founders felt that PCs were the future. Therefore, they developed software to run on these new computers - software designed by local government users for local government users. Since most local governments lagged technologically compared to the private sector, the company spent its early years supplying local governments with PCs, networks, and third party software such as word processors, along with the software it had developed.

In the early 1990's the company decided to divert its resources entirely to its flagship software. Our past experience with hardware, networks and municipal systems is embodied in the software and allows us to understand your needs better. The software has continued to be refined and updated over the last 18 years to reflect changes in both technology and local government.

Municipal Software Corporation is a leader in the local government marketplace. The company has experienced 100% growth as a result of the refocusing and our client base now stretches across North America.

2.3 Corporation Duration and Ownership

Municipal Software Corporation was founded in 1982 by two former local government employees as a private corporation and continues to operate as a private corporation currently owned by four partners.

2.4 Government Software Experience

Municipal Software deals exclusively with local governments across North America.* As a result, we are a valuable information pool that municipalities can tap, for both systems automation knowledge and general information about local government operations. Municipal Software is not diverted by other interests. The local government marketplace is a definite niche - it is our niche. For most companies this market is a sideline business; for us it is our only business!

In the early 1990s, the company decided to divert its resources entirely to its flagship software "CityView". The software has continued to be refined and updated over the last 18 years to reflect changes in both technology and local government. We plan to remain in the local government marketplace. We will keep pace with technology so our clients can keep pace.

Section 2 : MUNICIPAL SOFTWARE CORPORATION

The software will continue to develop and embody all that we learn from our clients. Municipal Software Corporation is committed to providing local governments with the software and support they need.

Since the initial release of CityView, Municipal Software has continually invested in the development of the software. This development is directed by the client base and facilitated through the Annual Software Maintenance program. The most recent release of CityView (version 7) is the 4th complete rewrite of the software.

2.5 Services

Municipal Software can provide a complete range of services to assist the City of Huntington Beach in implementing and maintaining CityView.

Project Management

The Project Manager can conduct an on-site visit and will work in conjunction with City representatives to review existing systems and business processes, and gather existing data sources, in order to design the City's database and form requirements for CityView.

Implementation/Customization

Services provided by Municipal Software Corporation, once the business process of a particular phase of implementation has been approved, will include the development and customization of necessary prototype on-screen forms, and reports, most of which will be conducted in Municipal Software's offices.

Data Conversion

Municipal Software can take all sources of digital data, including City Assessment or Property data, any historical data in digital format, and convert it to CityView. In addition, CityView can directly use common forms of GIS or digital mapping, such as ArcView™, ArcInfo™, AutoCAD™, DXF, GeoTiff and many others.

Training

Municipal Software presents a series of full, in-depth and comprehensive course programs designed to provide clients with the required skills, tools, and time saving tips and techniques to increase their proficiency in the operation of CityView. Courses range from hands-on introductory overviews for new users and non-technical managers, to more advanced and custom application training for key operators, technicians and system administrators. Training course material is presented in a hands-on environment, and conducted at a location and schedule which is convenient for our clients.

A complete outline of training courses available through Municipal Software is included for your information as Appendix A.

Annual Software Maintenance program (ASM)

The ASM entitles CityView clients to a limited quantity (based on the number of CityView licenses purchased) of free monthly support, using a toll-free line for clients, during which they may receive advice on any issue relating to the CityView software, as well as all upgrades and enhancements to the software at no extra charge. These upgrades are supplied between 2 to 4 times each year via CD, or may be downloaded directly from our FTP site. The ASM

Section 2 : MUNICIPAL SOFTWARE CORPORATION

also provides the client with a free subscription to "CityView" a regularly published newsletter, and an invitation to the Annual User Conference.

Newsletter Subscription

A free Newsletter Subscription provides clients with "The CityView"; current and relevant information on product features and enhancements, as well as on general local government news.

Annual User Group Conferences

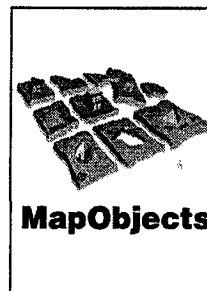
Annual User Conferences provide an excellent forum for sharing information, troubleshooting advice and peer support. Conferences usually consist of workshops and open discussion.

CityView Web site

The CityView Web site at www.MunicipalSoftware.com, provides a comprehensive and entertaining resource for keeping in touch with CityView and Municipal Software.

Partners

Municipal Software is a Microsoft Certified Solution Provider (MCSP)CSP, a strategic partner with Hewlett-Packard, and an ESRI Business Partner



Section 3 : ABOUT CITYVIEW

CityView is an easy-to-use, Windows based, systems automation software product designed specifically for local governments. It collects, tracks, stores and displays all types of information for various departments. CityView is flexible, customizable, versatile and scalable to any size organization. You can automate any system in your organization using CityView, increasing your efficiency and productivity.

3.1 CityView Features

Forms

Users can create and modify your forms and applications, add data fields, text, graphics and images to create perfect replicas of their existing forms.

CityView [Building.cvb]
File Edit Selection View Tools System Window Help
New Project Building Application (Office Use Only) Building Application Building Inspections New Payment Fees and Payments Building Permit Insp 4

Building Application (Office Use Only)
Municipality of CityView

Property Information

Apt: House No: 2865 Street Name: CARLOW RD Vold Permit: ☐ Plan: 10124
Full name: JOHN CHAN Do Not Release Permit: ☐ Lot: 2
Parcel #: 00000000000000000000

Application Information

Building Project #: P2001-005 Date Received: 02/26/2001 Permit #: B2001-0009
Project Name: Bracebridge House Zoning:
Permit Type: Building Make Appointment: ☐ Valuation: \$116,850.00

Historical Owner Information

Name: JOHN CHAN City:
Address: 4839 CORDOVA BAY Zipcode: 98765 Phone #: () -
Calculate: Permit Type Description
Start Info... Prop... Prob... City... 100% 9:05 AM

CityView provides you with the flexibility and tools to be able to create your own forms and/or modify existing forms to automate any business process.

Reports

Users can create custom reports to compile statistics, flag bring forwards, or do any ad-hoc analysis. A Report Wizard is provided to make report writing very user friendly.

Section 3 : ABOUT CITYVIEW

CityView [Inspect.cvb]

File Edit Selection View Tools System Window Help

Inspections To Do Project Inspections Completed Inspections Outstanding Inspections Daily Inspection Log Permit Log Permits Issued

Municipality of CityView

Outstanding Inspections

Month	Address	Permit No.	Inspection Type
Feb	2937 CARDEM PL	B2001-0008	Insulation
Apr	2911 SOOKE LAKE RD, # 41	B2001-0025	
Feb	2622 CARLOW RD	B2001-0005	Final
Feb	2937 CARDEM PL	E2001-0007	Footing / Piers
Feb	2937 CARDEM PL	E2001-0007	Foundation
Feb	2937 CARDEM PL	E2001-0007	HVAC
Feb	2937 CARDEM PL	E2001-0007	Framing
Feb	2937 CARDEM PL	E2001-0007	Insulation
Feb	2937 CARDEM PL	E2001-0007	Electrical
Feb	2937 CARDEM PL	E2001-0007	Floor Framing
Feb	2937 CARDEM PL	E2001-0007	Final
Feb	2937 CARDEM PL	B2001-0008	Foundation
Feb	2622 CARLOW RD	B2001-0005	Electrical

Start Inbox Proposa... CityView 100% 9:09 AM

Cityview's powerful Report Wizard allows you to generate accurate and detailed reports for all activities managed by CityView

Database

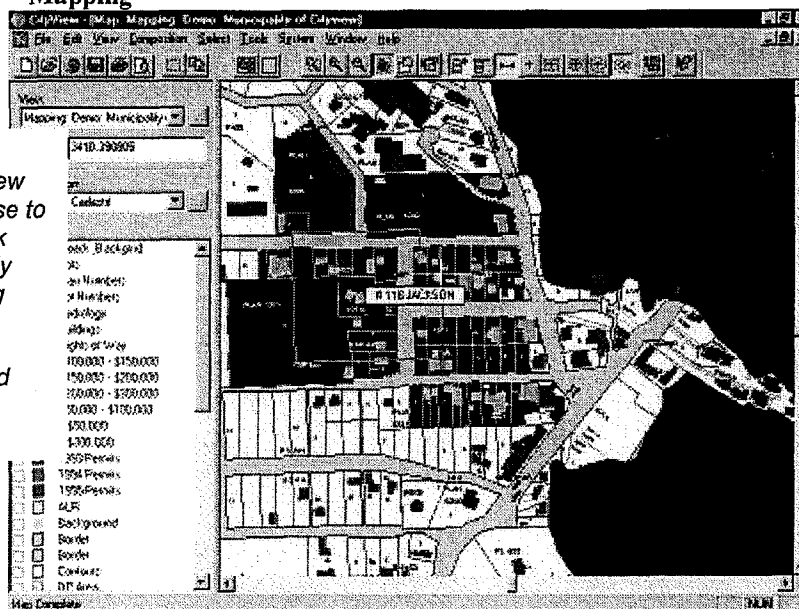
CityView allows municipalities to develop their own databases and seamlessly integrate with other municipal systems using ODBC (Open Database Connectivity).

Workflow

A sophisticated "expression builder" allows users to perform complicated calculations and operations such as e-mailing and calendar scheduling automatically.

Mapping

This graphic shows CityView mapping in use to create a quick geographically based mailing list. Note the rights of way marked by red lines.



Industry standard GIS and mapping formats such as , Shapefiles (from ESRI's ArcView or ArcInfo), CAD files (such as from AutoDesk's AutoCAD), DXF, and GeoTiff geographically referenced aerial photos can be linked to property data through the forms. Maps can be displayed and printed to show property

Section 3 : ABOUT CITYVIEW

boundaries, zoning, infrastructure, etc.

CityView has incorporated the MapObjects GIS library from ESRI. This eliminates the need to import mapping data into a proprietary CityView format, as well as provides an enhanced feature set, such as display of raster data (digital ortho photos).

Security

Security features control access to a municipality's data and CityView menus. Security is used on Tables, Fields, and Commands for users and user groups.

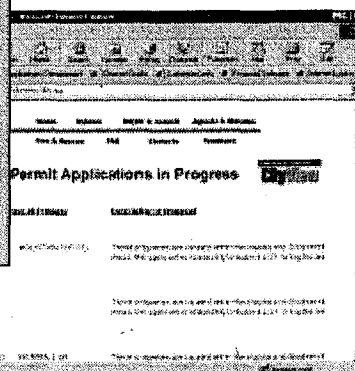
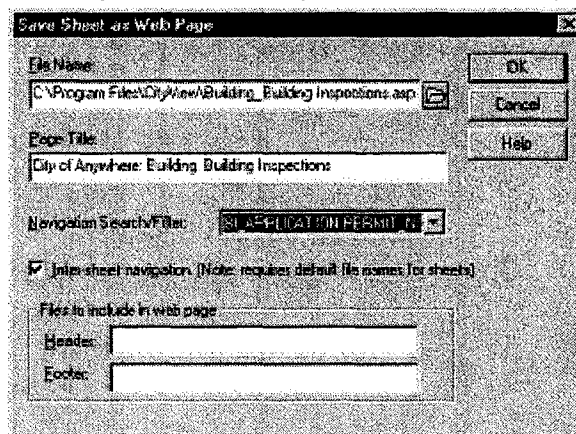
Images

Users can attach site plans, aerial photos and digital photos directly to property files.

Future of CityView and the Web

CityView 7.6 allows publishing reports and status information to the Web. Publish your forms and reports to the Web! Apply for permits on-line, schedule and check inspections from the field, reduce paperwork and improve service. Wireless connectivity with no HTML required! Currently under development, CityView 8 will allow the full deployment of all of your CityView business logic to the Internet through a simple migration. Investment in systems

designed and implemented today continues to pay off as technology evolves in the future!



3.2 Mobile and Wireless

Computing

CityView has the ability to Inspectors, contractors, and others the ability access CityView forms and reports via handheld wireless devices 24 hours and day 7 days a week. This access can be gained through any device with a connection to the World Wide Web. This will allow contractors and citizens to complete permit, license and other applications over the Web, as well as check the status of applications, make payments and more! CityView puts you in the drivers seat when it comes to E-government. With CityView you have the ability to make information and processes available to your citizens incrementally, without having to contract Web developers every time you want to add a new function.

offer appraisers

3.3 Your CityView System

Unlike most other software that is purchased in the form of preset modules with limited ability for customization, CityView is made to the specifications of your business processes from the

Section 3 : ABOUT CITYVIEW

table level up. This is the reason that CityView will be able to exactly meet every one of the application and report activities that the City-Wide Permit System requires.

In our 8 step implementation process we conduct site visits to examine your business processes and then create a scope document that details the scope of the project and the deliverables. This ensures that Municipal Software and the City can advance quickly in the production of your CityView system.

Municipal Software currently has clients using CityView for planning and zoning, building permitting and inspections, business licensing, code enforcement and complaint tracking, fire administration and emergency/911, parking tickets, cemetery administration, health departments, dog licensing, voter registration and more.

The tables and fields vary from client to client so it is not possible to provide a data map of how the City of Huntington Beach's system would appear. CityView is an open database structure and clients have the ability to view and modify all relationships contained therein.

Section 4 : MAINTENANCE and SUPPORT

4.1 Software Maintenance

New releases of CityView are developed using in-house programmers. Clients have the choice of receiving updates by CD or by downloading them from our FTP site which is accessible from our Web page on the Internet. Each new release of the software is complete and contains all the features included in previous releases. All releases are supplied at no additional charge as part of the Annual Software Maintenance Agreement. Municipal Software encourages all clients to take advantage of the features provided in the most recent release.

CityView is constantly evolving. The nature of our relationship with our clients is an integral part of that development. The relationship begins with the Annual Software Maintenance Agreement (ASM). This agreement provides not only regular support to the users through our toll free lines but also provides for all new releases, updates and enhancements at no extra charge. The development of CityView is funded directly from the ASM program. In addition, Municipal Software relies on its clients to provide guidance in the area of future development for CityView. We maintain a comprehensive database of features that are requested by our clients in e-mail or during telephone conversations, or that get generated internally. Clients are also provided a forum on our Web Page and also at our User Conferences to voice their suggestions and opinions.

At least two User Group Conferences are held each year. These conferences, facilitated by Municipal Software, are an opportunity for users to share some of their implementation strategies and processes that have been automated using CityView. They are also an opportunity for the users to advise Municipal Software in the development of CityView with features that would provide benefit to the entire user base.

Suggestions for software enhancements are incorporated into the software at no charge as part of the Annual Software Maintenance Agreement. The scheduling and priority for the development of the enhancements are determined by the degree of benefit the enhancement will provide the entire user-base.

4.2 Technical Support

Support and maintenance of the system for the City of Huntington Beach would be handled from our head office. Support is provided by telephone between the hours of 7:30 am and 5:30 pm PST. . Additional support packages can be negotiated should there be a need.

Our support department is trained to isolate a potential problem within 15 minutes via a toll-free support line for CityView Clients. In addition, we have the ability to connect directly via modem or Internet directly to the user's environment to assist in any diagnosis. We rely on the client to accurately describe the problem and attempt to isolate the area affected.

The goal of our support department is to resolve any issue on the same call and most issues are resolved in the same day. Clients receive an allotment of support at no charge as part of their Annual Software Maintenance Agreement and very seldom does that allotment not cover the

Section 4 : MAINTENANCE and SUPPORT

support required to resolve any issue. Assistance is provided until the issue is identified as either the software or the application of the software and then resolved.

The allotment of support provided to each Client at no charge, provides those Clients with access via our toll free telephone line, fax, email and our Web page.

Section 5 : TECHNICAL SPECIFICATIONS

CityView can be implemented with little outside assistance and requires no specialized hardware other than the specifications listed below. Municipal Software does not distribute hardware, and therefore, cannot offer cost estimates regarding these expenditures.

5.1 Environment

Workstation:	Any PC compatible Pentium 200MHz or better, with a minimum of 64 megabytes of RAM (128 MB preferred).
Network:	Any network supported by the Windows 9x, Windows NT or Windows 2000 workstation, including (but not limited to) Novell NetWare and Windows NT/2000 Server.
Disk Space:	Minimum of 20 megabytes on each workstation, plus 1000 - 2500 bytes per parcel on the server.
Display, Mouse, Printer, Scanner:	All devices supported by Windows 9x, Windows NT 4.0 or Windows 2000 or better.
ODBC Level:	3.0 (server and client)
MAPI Level:	1.0 (Simple MAPI)
Year 2000 Compliance:	CityView 7.x is Year 2000 Compliant!

5.2 Database

Database Engine:	Microsoft Database Access Objects (DAO) and Jet are distributed with CityView, and will work with Client/Server, Microsoft SQL Server, Oracle and DB2.
Maximum File Size:	12 Gigabytes
Maximum Record Length:	255 fields
# of Records:	Limited only by the maximum file size and the size of the storage media.
# of Base Data Types	Unlimited
Field Types Supported	Text, Memo (Notes), Boolean (Logical, True/False), Integers, Floating Point, Currency, Fixed Point, Dates, Times, Unique ID's (GUID's) and OLE (BLOB)

Section 5 : TECHNICAL SPECIFICATIONS

Database....	Keys:	Full support for keys, foreign keys and segmented keys (multiple fields in one key).
Import / Export Formats:		Dbase, FoxPro, Access, Delimited and Fixed-Width Text, Excel, HTML, and any ODBC-compliant database such as MS SQL Server and Oracle.
# of Binders Supported:		Unlimited
# of Forms per Binder:		Unlimited
# of Elements per Form or Report:		Unlimited
Element types Supported:		Line, Rectangle, Round Rectangle, Ellipse, Polygon, Text, Field, Checkbox, Listbox, Aggregate Field, Expression, Image, Link Sheet, OLE Object, Subsection with control over size, font, color etc.

5.3 Mapping (CityView uses ESRI MapObjects)

Supported Map Projections:	Over 100 different mapping projections supported by the MapObjects environment, including UTM, Polar and Lat/Long.
Supported Data Formats:	Direct connect to a wide variety of native data including: GIS formats (ESRI Shapefile and ArcInfo Coverages), CAD formats (DXF, DWG, and DGN) and image formats such as BMP, TIFF, JPEG, GeoTiff, SUN, ERDAS, BIL, BIP, BSQ, and MrSID
Supported Map Projections:	Any
Supported Units of Measure:	Any
# of Map Sheets Supported:	N/A (indexed, seamless map base)
# of Maps Supported:	Unlimited
# of Layers Supported:	Unlimited
# of Layers per Map:	Unlimited

5.4 Security

Section 5 : TECHNICAL SPECIFICATIONS

# of Users Supported	Unlimited
# of Groups Supported:	Unlimited
Security Provided For:	Files (tables), fields, and commands
Security Access Levels:	Add, Read, Modify, Delete, Design or None

Section 6 : PRODUCT PRICING

6.1 Software Licenses

The initial step in implementation is the purchase of licensing. CityView licensing is concurrent licensing which allows for a license to be shared over the network. For the purposes of the following proposal, price breaks will be identified and costs will be provided for 75 concurrent users.

The cost of 75 licenses is \$1,990 each, or \$149,250 in total.

6.2 Annual Software Maintenance (ASM)

An Annual Software Maintenance (ASM) charge for each of the licenses purchased will entitle the City of Huntington Beach to all software upgrades, and telephone support. Telephone support will amount to 10 minutes per license each month, for a total of 750 minutes each month. Also included with the ASM is a Software Escrow Agreement. The total ASM cost would be payable in advance of each year.

The ASM cost for 75 licenses is \$400 each, or \$30,000 in total.

Section 7 : IMPLEMENTATION METHOD and COSTS

7.1 Initial Subject Matter Expert Training

We have found that prior to the initial visit to collect data for the scope document, that the participants deemed as the Subject Matter Experts involved in the process are better equipped if they have received training in CityView.

We recommend that the Subject Matter Experts receive training in CityView Essentials, System Administrator, Designer and Reporter. This initial training will provide to all those that are involved in defining the business processes and design requirements a thorough understanding of the software's features and capabilities. (See Appendix A for a complete description of each course)

We are recommending that at least 10 Subject Matter Experts (one representative per department, including MIS) attend this initial training

All of our training courses are priced at \$1,000 per day and \$200 per student.

Course	Duration	No. of Students	Cost
CityView Essentials	2 Days	10	\$4,000
System Administrator	1 Day	10	\$3,000
Designer	1 Day	10	\$3,000
Reporter	1 Day	10	\$3,000

Total cost for this initial training, based on our recommendation of at least 10 Subject Matter Experts, is \$13,000.

7.2 Site Visit

The implementation process begins with the collection of information necessary for a successful implementation. The Municipal Software Project Manager assigned to the project will spend one day at the City of Huntington Beach offices to observe and assist in defining the business processes to be automated. During this time, information regarding the sources of data, forms and technical environment will be determined.

Cost for the Site Visit is 5 days @ \$1,500 per day.

7.3 Scope Document

The product of the site visit will be a Scope Document that will outline our findings and provide our recommendation on how to proceed.

Cost for the completion of the Scope Document is \$2,500.

Section 7 : IMPLEMENTATION METHOD and COSTS

7.4 Prototype Forms

The Prototype on-screen forms and reports are then developed to include fields, database, preliminary lookup tables and fee expressions in a non-production or alpha environment. We are estimating that the total number of forms used in the identified departments is 100. However, this number may change upon conducting the on-site review as it may be determined that some forms may be combined or additional forms may be included. At such time any additional costs or credits will be handled appropriately.

The Prototype delivery of 100 forms amounts to approximately ½ day a form @ \$630 per form, equaling \$31,500.

7.5 User Review

Following the development of the prototype forms, a second site visit will be conducted during which time users would review the forms. It is during this time that our Project Manager would gather information required from the City's subject matter experts to develop and tailor the various systems for the City and from this review, a list of changes or refinements could be established in a Change Control Document.

The cost for the user review is 5 days @ \$1,500 per day.

7.6 Form Refinement

The next step in the Implementation process would be to complete the changes that have been identified in the Change Control Document. At this point, the City could decide to have Municipal Software complete the work or complete the work internally after its staff had received appropriate training. Our past experience indicates that it would take Municipal Software approximately ½ day per form to complete the necessary refinements as outlined in the scope document.

The cost for the form refinements is 100 forms amounts to approximately ½ day a form @ \$630 per form, equaling \$31,500.

Additional customization requirements not included in the scope document are considered extras and pending approval are costed at \$90 per hour.

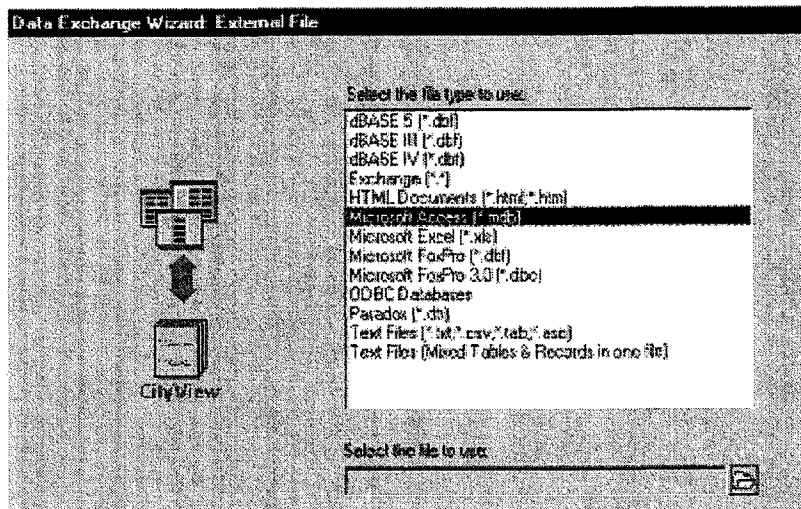
7.7 Data Conversion

Data Conversion is also a consideration. Municipal Software can take all sources of digital data the City may have, including your assessment or property-based data, any historical data in digital format, as well as any digital mapping, and convert it or link it to CityView.

CityView is ODBC (Open Database Connectivity) compliant and could interface with another database that is also ODBC compliant, or, property-based data could be converted into CityView.

Section 7 : IMPLEMENTATION METHOD and COSTS

In order to set expectations we have provided an *estimated* cost for data conversion. The amount estimated is *subject to change* once the actual data has been reviewed. More information will be required before a concise quote on data conversion needs can be determined. The City of Huntington Beach's conversion needs are defined during the Initial On-Site visit where as the data to be converted and cost is included in the Scope Document



CityView's Data Exchange wizard allows for the importing of a number of different data formats to ensure that any data new and existing is captured for use in CityView

7.8 Training

One of the most important aspects in the implementation of any software is the training. Recommended training in CityView, for your City, includes CityView Essentials, Application Training, as well as, Designer and Reporter, more advanced training in design and customization of forms and reports intended to empower the City's Staff with the skill-set required to evolve the system internally

All of our training courses are priced at \$1,000 per day and \$200 per student. The number of training sessions for each course has been determined by assuming a classroom size for 10 students maximum. Based on the student numbers likely to require training in your City less the 10 Subject Matter Experts receiving training at project startup, the budget for training should be as follows.

Section 7 : IMPLEMENTATION METHOD and COSTS

Course	Duration	No. of Students	Cost
CityView Essentials	16 day(s)	88	\$33,600
Custom Application	10 days(s)	98	\$29,600

Total cost for this training, based on our recommendation of at least 88 students, is \$63,200.

Section 8 : DELIVERY AND IMPLEMENTATION SCHEDULE

Once authorization to purchase the licensing has been received, Municipal Software will ship the software and begin the process of developing the prototype forms and scheduling the site visit.

It has been the experience of Municipal Software that once the initial site visit has been set, development of the forms, the user review, training, and the ultimate launch of CityView can be accomplished within a period of approximately 8 weeks time.

Milestone	Purpose	Time Requirement
Initial Training	Subject Matter Experts	1 Week
Initial Site Visit	Data Collection	5 Days
Scope Document	Outline of Recommendation	2 Weeks
Prototype Forms	Forms are Developed	3 Weeks
User Review	Subject Matter Experts Review	5Days
Form Refinement	Complete Form Revisions	2 Weeks
Data Conversion	Property and History Data	1 Week
User Training	System Admin and Users	3 Week

Various components of the CityView delivery and installation can be scheduled as soon as the City's authorization to purchase is received. Ultimate completion relies upon the scope of the project defined during the initial site visit and outlined in the scope document.

The input of the City's subject matter experts would be required during various phases of the implementation project.

The first occasion would be during the initial site visit when the City's subject matter experts would be required to offer advise to the Municipal Software Project Manager to determine the ultimate scope of the project.

The second occasion would be during the user-review when the Project Manager would require assistance in defining the City's definitive business process to be reflected by the prototyped forms and reports, and to complete the Change Control Document for revision purposes. Our experience indicates that it is best for the City to also appoint a Project Manager to coordinate staff activities during the duration of the implementation.

Section 9 COST SUMMARY FOR BUDGETARY PURPOSES

We would like the City of Huntington Beach to become a CityView client, and we understand the need to deal within budgetary realities. We have tried to include all costs the City might incur to implement CityView successfully.

9.1 Software and Implementation Services

Item	Quantity	Unit Cost	Extended Price
1. Licensing	50	\$1,990	\$99,500
2. Annual Software Maintenance	50	\$400	\$20,000
3. Subject Matter Expert Training			
Essentials (2 days)	10 students	\$200 ea. \$1,000 per diem	\$4,000
System Administrator (1 day)	10 students	\$200 ea. \$1,000 per diem	\$3,000
Designer (1 day)	10 students	\$200 ea. \$1,000 per diem	\$3,000
Reporter (1 day)	10 students	\$200 ea. \$1,000 per diem	\$3,000
4. Data Collection	5 days	\$ 1,500	\$7,500
5. Scope Document	1	\$ 2,500	\$ 2,500
6. Prototype Forms - 100 Forms	50 days	\$630 per diem	\$31,500*
7. User Review	5 days	\$ 1,500	\$7,500
8. Form Refinement - 100 Forms	50 days	\$630 per diem	\$31,500*
9. Data Conversion - Estimate	8 days	\$630 per diem	\$5,040**
10. User Training (Maximum class size - 15)			
Essentials (2 days)	88 students	\$200 ea. \$1,000 per diem	\$19,600
Application Training (2 days)	98 students	\$200 ea. \$1,000 per diem	\$21,600
Designer (1 days)	2 students	\$200 ea. \$1,000 per diem	\$1,400
Reporter (1 days)	2 students	\$200 ea. \$1,000 per diem	\$1,400
TOTAL BUDGET:			\$263,440***

*Based on estimate of 100 forms – actual number determined upon site review.

**Amount is an estimate only – subject to change once the actual data has been reviewed.

*** Travel expenses are not included.

9.2 Expenses

Most data conversion and customization work can be performed from our offices in Victoria using couriers, fax, and the Internet (E-mailed attachments). All site visits for data collection, training and project management will have costs including travel, meals and accommodation billed at cost upon return. A budget should be established for travel expenses.

Section 9 : COST SUMMARY

training and project management will have costs including travel, meals and accommodation billed at cost upon return. A budget should be established for travel expenses.

Section 9 : COST SUMMARY

9.3 Financing

Municipal Software does offer a financing option in order to accommodate some of the budgetary constraints that local governments face. Sometimes it is easier for a City to purchase CityView and our services using operating funds instead of capital funds. If the City opted for financing the fee, based on a total of \$340,950, would work out to approximately \$110.38/ month / license for a term of 36 months. Of course, this number will vary upon the actual dollar value of the contract, when the contract is executed and a finalized term.

Section 10 : REFERENCES

City & County of Denver
1437 Bannock Street, Room 379
Denver, CO

Marshall Vanderburg
(720) 865-2967
Population 500,000

Project Description: PW permitting, Neighbourhood Inspections Services (Citizen Requests), Contractor Licensing, Building Permits

Fraser Valley Regional District
8430 Cessna Drive
Chilliwack, BC

Shannon Sigurdson
(604) 702-5012
Population 75,000

Fire and Dispatch, Planning, Building, PW, GIS

City of Commerce City
5291 East 60th Ave
Commerce City, CO

Maria Gonzalez
(303) 289-3725
Population 17,100

Building Permits and Licensing

Town of Canton
801 Washington Street
Canton, MA

Chris Laskey
(781) 821-5003
Population 20,000

Permitting

City of Chattanooga
City Hall, 3rd Floor
100 East 11th Street
Chattanooga, TN

Jana Lowery
(423) 757-4868
Population 152,393

Complaint Tracking

APPENDIX A

Appendix A

CityView Training Course Profiles

APPENDIX B

Appendix B

CityViewTM

AUTOMATING SYSTEMS
for LOCAL GOVERNMENTS

Essentials

Training Course Outline

Municipal Software Corporation presents a series of in-depth CityView Course programs. These comprehensive courses are designed to provide you with the required understanding and skill to increase your proficiency in using CityView productively in the work environment

Our objective is to meet your training requirements at all levels. Courses range from hands on introduction for new users and non-technical managers, to more advanced and custom application training for key operators, system administrators and database developers. Our training course material is presented in a hands-on environment conducted at a location and schedule which is convenient for you.

Training Courses at a glance:

CityView Essentials
System Administrator
Application Training
Designer
Reporter
Mapping Administrator
Train-the-Trainer
Custom On-Site Services

For more information on course content, prices, and availability please contact our Sales Department.



Municipal
SOFTWARE

2nd Floor, 1623 McKenzie Ave
Victoria, BC, Canada V8N 1A6
1-800-665-5647 or Tel: 250-475-6600
Fax: 250-475-6080

email: Sales@MunicipalSoftware.com

COURSE DESCRIPTION: This course is intended as an introduction to CityView Forms, Reports and Mapping modules, providing you with a comprehensive overview of CityView's capabilities and functionality

DURATION: 2 Days

PRESENTATION: The course is instructor led and the format incorporates hands-on demonstrations and exercises. You'll receive a workbook that's yours to keep, complete with information and exercises covered in the 2 day course and a Certificate of Completion.

WHO SHOULD ATTEND? It is highly recommended that all new users of the software complete this course.

PREREQUISITES: Participants should be familiar with using Windows 95 and have a desire to learn CityView.

OBJECTIVES:

- The basics; logging on, screen components, using on-line help
- How to work with Binders, Sheets, Forms and Reports
- Database Concepts and using the Database Explorer
- Searching for data using the find operators and saving search criteria
- How to perform quick queries using search operators
- Working with data; editing and adding new records
- Sorting and filtering data in forms and reports
- Creating reports using the wizard and how to modify them in designer
- How to use mapping to find properties, calculate areas, and perform distance searches from property boundaries.
- Many helpful tips and techniques to increase your efficiency in CityView.

AGENDA:

Day 1

A CityView Demonstration
Basics;Commands; Binders
The DataBase Explorer
Searching for Data
Sorting and Filtering Data
Working with Data in Forms

Day 2

Creating and Using Lists
Report Components & Sections
The Report Wizard and report types
Modifying Reports in Designer
Working with Sub-Sections
Working with maps in CityView

AT THE END OF THE COURSE participants will have a thorough understanding of CityView's capabilities, features and how to use CityView effectively. You will: be well versed in searching the database using the database explorer; be comfortable working with data in forms, modifying and adding new data records, using lookups, sorting and filtering data; know how to create lists and where to apply them; be able to create reports using the Report wizard and modify them in designer. And much, much more...

CityViewTM

AUTOMATING SYSTEMS
for LOCAL GOVERNMENTS

System Administrator

Training Course Outline

CityView System Administrator provides you with the skills and techniques needed to deploy and administer CityView within your department or organization.

This course outline should be used to determine whether the course is appropriate for the student, based on current skills and technical training needs.

- Technical information is provided on the intended audience, course prerequisites, objectives and topics covered.

Training Courses at a glance:

*CityView Essentials
System Administrator
Application Training
Designer
Reporter
Mapping Administrator
Train-the-Trainer
Custom On-Site Services*

For more information on course content, prices, and availability please contact our Sales Department.



Municipal
SOFTWARE

2nd Floor, 1623 McKenzie Ave
Victoria, BC, Canada V8N 1A6
1-800-665-5647 or Tel: 250-475-6600
Fax: 250-475-6080

email: Sales@MunicipalSoftware.com

COURSE DESCRIPTION: This in-depth course provides the foundation for supporting CityView, and helps the student gain the knowledge and skills needed to administer and maintain the system.

DURATION: 1 Day

PRESENTATION: The course is instructor led and the format is hands-on training using your CityView environment. You'll receive a information booklet that's yours to keep, complete with information covered in the 1 day course and a Certificate of Completion.

WHO SHOULD ATTEND? Those who will be responsible for installing, configuring, maintaining and troubleshooting CityView Software. This course is strongly recommended to all new CityView Clients as part of the implementation phase.

PREREQUISITES: Students should be comfortable working with computers and have a working knowledge of Windows 95 or NT operating systems. Completion of *CityView Essentials* is required.

OBJECTIVES:

- CityView Software and database file structure
- Installing the software on the Server and setting up workstations
- Understanding system files and how they are configured
- How software updates are applied
- Application configuration; setting and editing default options
- How to monitor the system usage, licenses in use and use lock-out
- What are Security objects, access rights and how they work
- Creating Groups and users; assigning membership
- Assigning permissions to groups, users, tables and fields
- Allowing and Restricting commands for users and groups
- Configuring system default folders and user default folders
- Using the Data Exchange Wizard to import and export data
- Many helpful tips and techniques to increase your efficiency in CityView.

AGENDA:

- Software Installation
- CityView System Administration Tools
- Security
- Optimizing the System
- Data Exchange
- What to do if.....
- Advanced Database Explorer

AT THE END OF THE COURSE participants will be able to create and manage user and group accounts; manage file systems; setup and maintain the security environment; configure system and user options. Apply software updates and setup exchange specification files for data import and export. The administrator will have a comprehensive understanding of the advanced features of the Database Explorer and the essential components of the system.

CityViewTM

AUTOMATING SYSTEMS
for LOCAL GOVERNMENTS

Designer

Training Course Outline

CityView Designer will provide you with the skills to perform forms customization tasks ranging from making minor cosmetic or functional modifications to designing a complete form set for an entire department. You will see that creating professional looking forms in CityView is a snap and its fun.

This course outline should be used to determine whether the course is appropriate for the student, based on current skills and technical training needs.

- Technical information is provided on the intended audience, course prerequisites, objectives and topics covered.

Training Courses at a glance:

*CityView Essentials
System Administrator
Application Training
Designer
Reporter
Mapping Administrator
Train-the-Trainer
Custom On-Site Services*

For more information on course content, prices, and availability please contact our Sales department.



2nd Floor, 1623 McKenzie Ave
Victoria, BC, Canada V8N 1A6
1-800-665-5647 or Tel: 250-475-6600
Fax: 250-475-6080

Email: Sales@MunicipalSoftware.com

COURSE DESCRIPTION: CityView Designer will provide individuals such as key operators, technicians, support persons and department managers with the advanced skills required to design forms and customize the CityView System.

DURATION: 1 Day

PRESENTATION: The course is instructor led and the format incorporates hands-on demonstrations and exercises. You'll receive a workbook that's yours to keep, complete with information and exercises covered in the course and a Certificate of Completion.

WHO SHOULD ATTEND? CityView System Administrators and key operators who want to learn how to use Designer to customize forms and Reports in CityView.

PREREQUISITES: Students should be familiar with basic Database concepts and Completion of *CityView Essentials* is required.

OBJECTIVES:

- How to Plan and define form criteria for your business processes
- An Introduction to database design practices and standards
- How to create Tables, Fields, Indexes and Relationships
- Form elements, their properties and how to work with them
- Using Form Header, Footer and Detail sections in your design
- How to display multiple records using list boxes and subsections
- Creating lookup tables for pick lists
- Adding system information to forms; logos, date stamps, user id's
- Event control and incorporating automation using expressions
- Adding advanced functionality by using SQL in your expressions
- How to create form templates to set element / form defaults
- Many useful tips and techniques that you can apply to get the results you want quickly.

AGENDA:

- Determining your Form Requirements and Business Processes
- Database Objects and their Properties
- Database Design Standards and Rules
- Form Elements and their Properties
- Adding System Information to Forms
- Event Control and Expressions
- Creating Form Templates

AT THE END OF THE COURSE participants will be aware of the general guidelines and considerations to effectively plan and design usable forms. They will: be able to customize existing forms and create new CityView forms using the Designer tools and drawing aids; know how to add design properties to form elements and objects; be able to use the database Explorers advanced features to create tables and fields and assign properties; have an understanding of and how to setup table relationships, Lookup tables and indexes; understand event control using expressions and write expressions to apply automation to forms. And much, much more....

CityViewTM

AUTOMATING SYSTEMS
for LOCAL GOVERNMENTS

Reporter

Training Course Outline

CityView Reporter has you creating advanced reports that you will use on a daily basis from monthly permit reports to compiling year-to-date statistics. Reporter will give you the control to see what you want, the way you want to see it. You will learn that creating Reports using Designer is a snap as you are guided through selecting fields and records, using subsections, and how to sort, format, and group information to fine tune your report to suit your needs

This course outline should be used to determine whether the course is appropriate for the student, based on current skills and technical training needs.

- Technical information is provided on the intended audience, course prerequisites, objectives and topics covered.

Training Courses at a glance:

CityView Essentials
System Administrator
Application Training
Designer
Reporter
Mapping Administrator
Train-the-Trainer
Custom On-Site Services

For more information on course content, prices, and availability please contact our Sales Department.



2nd Floor, 1623 McKenzie Ave
Victoria, BC, Canada V8N 1A6
1-800-665-5647 or Tel: 250-475-6600
Fax: 250-475-6080

Email: Sales@MunicipalSoftware.com

COURSE DESCRIPTION: This course will provide students with the skills to design comprehensive reports. You will learn how to design professional looking reports from scratch to accommodate all your reporting requirements. You will be creating reports to compile statistics, analyze data, create "bring forward" lists, monthly activity reports, and mass mail out letters complete with mailing labels.

DURATION: 1 Day

PRESENTATION: The course is instructor led and the format incorporates hands-on demonstrations and exercises. You'll receive a workbook that's yours to keep, complete with information and exercises covered in the course and a Certificate of Completion.

WHO SHOULD ATTEND? CityView System Administrators and key operators who want to learn how to design advanced reports in CityView.

PREREQUISITES: Completion of *CityView Essentials* is required. Completion of *CityView Designer* is recommended.

OBJECTIVES:

- Forms and Reports; similarities and differences
- Planning and defining report criteria
- Report elements and how to work with them
- Report sections and their functionality in reports
- The components and properties of Subsections
- How to display multiple records, group and sort data using Subsections
- Working with the Expression Builder to write expressions
- Adding system information to reports; logos, date stamps, user ID's
- How to summarize data using aggregate fields
- How to display lookup descriptions and apply data masking
- How to create report templates to set element / report defaults

AGENDA:

- Overview of CityView Reports
- Creating Reports
- Modifying Element Properties
- Specialty Reports
- Using Expressions in Reports
- Adding System Information to a Report
- Enhancing Reports
- Creating Report Templates

AT THE END OF THE COURSE participants will have complete design control to create perfect reports. They will: be able to add logos, change fonts and colors, add new fields and objects to their reports; understand subsections and how to apply them to group and display multiple records and consolidate data; know how to incorporate running totals, counts and system information into reports; understand the use of expressions in reports and how to write them. And much, much more....

CityViewTM

AUTOMATING SYSTEMS
for LOCAL GOVERNMENTS

Mapping Administrator

Training Course Outline

Mapping Administrator provides you with the skills and techniques needed to manage and maintain your maps in CityView. You will be able to import any maps using DXF or DLG industry standard formats and link them to your CityView forms.

This course outline should be used to determine whether the course is appropriate for the student, based on current skills and technical training needs.

- Technical information is provided on the intended audience, course prerequisites, objectives and topics covered.

Training Courses at a glance:

*CityView Essentials
System Administrator
Application Training
Designer
Reporter
Mapping Administrator
Train-the-Trainer
Custom On-Site Services*

For more information on course content, prices, and availability please contact our Sales Department.



Municipal
SOFTWARE

2nd Floor, 1623 McKenzie Ave
Victoria, BC, Canada V8N 1A6
1-800-665-5647 or Tel: 250-475-6600
Fax: 250-475-6080

email: Sales@MunicipalSoftware.com

COURSE DESCRIPTION: This in-depth course provides the student with the knowledge and skills required to manage the CityView mapping environment for your department or organization. Participants will learn how to bring mapping information into CityView, link it to the database and use the tools to manage the information as it changes.

DURATION: 1 Day

PRESENTATION: The course is instructor led and the format is hands-on training using your CityView environment. You'll receive a information booklet that's yours to keep, complete with information and exercises covered in the 1 day course and a Certificate of Completion.

WHO SHOULD ATTEND? Those who will be responsible for importing and managing mapping data in CityView. This course is strongly recommended to all CityView clients that will be incorporating their digital mapping data into CityView.

PREREQUISITES: Students should be comfortable working with computers and have a working knowledge of Windows 95 or NT operating systems. Completion of *CityView Essentials* is required. Experience with mapping applications would be beneficial.

OBJECTIVES:

- Understanding CityView mapping objects and terminology
- How to use the Mapping Explorer to create and manage mapping Overlays, Layers, Compositions and Views
- Applying security to mapping data in CityView
- Using tools to set scales, layer information and set the region size
- How to create lists from mapping objects and how to apply them
- How to graphically represent database information using lists
- Importing and exporting your mapping data using DXF files
- How to automate and manage mapping object links to the database
- Using the Cluster feature to link mapping objects to multiple records
- Many helpful tips and techniques to easily manage your maps in CityView.

AGENDA:

- Mapping Definitions
- The Mapping Explorer
- Working With Mapping Objects
- Mapping Environment Tools
- Creating and Using Lists in Mapping
- Modifying Mapping Objects
- Importing and Linking Mapping Data

AT THE END OF THE COURSE participants will have a working understanding of the concepts, terminology and tools used to create and manage mapping data in CityView. They will: know how to import and export data exchange files; be automatically and manually linking mapping objects to records in the database; be creating layers using lists to graphically display data on maps; know how to assign properties and security to mapping objects. And much, much more ...



AUTOMATING SYSTEMS
for LOCAL GOVERNMENTS

Train-the-Trainer

Training Course Outline

CityView Train-the-Trainer Program will enable you to have on staff your very own qualified CityView Trainer to present CityView Essentials training to members in your organization at your convenience and at less the cost.

This course outline should be used to determine whether the course is appropriate for the student, based on current skills and technical training needs.

- Technical information is provided on the intended audience, course prerequisites, objectives and topics converted.

Training Courses at a glance:

CityView Essentials
System Administrator
Application Training
Designer
Reporter
Mapping Administrator
Train-the-Trainer
Custom On-Site Services

For more information on course content, prices, and availability please contact our Sales Department.



2nd Floor, 1623 McKenzie Ave
Victoria, BC, Canada V8N 1A6
1-800-665-5647 or Tel: 250-475-6600
Fax: 250-475-6080

Email: Sales@MunicipalSoftware.com

COURSE DESCRIPTION: CityView Train-the-Trainer Program is a hands on course directed to train you on how to conduct a training course for CityView Essentials from setting up the environment, using the lesson plans, course preparation and presentation. Completion of this program qualifies your trainer to conduct the CityView Essentials course using the CityView "Training Kit".

DURATION: 1 Day

PRESENTATION: The course is instructor led and the format incorporates hands-on demonstrations and exercises. You'll receive a workbook that's yours to keep, complete with information and exercises covered in the course and a Certificate of Completion.

WHO SHOULD ATTEND? Persons that display an interest and the ability to train members in your organization on how to use the CityView software application. Individuals that have successfully completed this program are Application Support Personnel, CityView System Administrators and Subject Matter Experts.

PREREQUISITES: Students should be comfortable working with computers and have a working knowledge of Windows 95 or NT operating systems. Completion of *CityView Essentials* is required and a desire to teach others how to use software is recommended.

OBJECTIVES:

- To develop basic knowledge and skills required to facilitate CityView Essentials training programs
- Establishing a positive and motivating learning environment
- How to use instructional techniques that ensure efficient learning
- Using effective communication techniques
- How to Prepare for the course - from software installation to presenting course material

AGENDA:

- Planning the class
- Setting up the classroom
- Starting the class
- Presenting a CityView demonstration
- Conducting the class
- Section notes - tips and techniques
- Providing assistance during the exercises
- Wrapping up

AT THE END OF THE COURSE participants will be qualified to train members in their organization in CityView Essentials. They will be comfortable working with the training environment from setting up the classroom to presenting the material and assisting the students during the exercises.



AUTOMATING SYSTEMS
for LOCAL GOVERNMENTS

Specialty Programs

Training Program Outlines

Municipal Software Corporation presents a series of in-depth CityView Course programs. These comprehensive courses are designed to provide you with the required understanding and skills to increase your proficiency in using CityView productively in the work environment

Our objective is to meet your training requirements at all levels. Courses range from hands on introduction for new users and non-technical managers, to more advanced and custom application training for key operators, system administrators and database developers. Our training course material is presented in a hands-on environment conducted at a location and schedule which is convenient for you.

Training Courses at a glance:

*CityView Essentials
System Administrator
Application Training
Designer
Reporter
Mapping Administrator
Train-the-Trainer
Custom On-Site Services*

For more information on course content, prices, and availability please contact our Sales Department.



Municipal
SOFTWARE

2nd Floor, 1623 McKenzie Ave
Victoria, BC. Canada V8N 1A6
1-800-665-5647 or Tel: 250-475-6600
Fax: 250-475-6080

Email: Sales@MunicipalSoftware.com

Application Training

DESCRIPTION: Application-training is conducted using your customized forms, reports and data using your business practices. CityView application training will provide individuals such as key operators, technicians, support persons and department managers with the necessary skill to utilize your customized CityView environment to carry out daily business which could range from issuing Building Permits to recording inspection results.

DURATION: 1 Full Day Minimum

PRESENTATION: The course is instructor led and the format incorporates hands-on demonstrations and exercises using your customized environment. You will be trained on how to use CityView as a tool designed to automate your daily business practices.

WHO SHOULD ATTEND? Key personal, end users, department managers, programmers and CityView System Administrators.

PREREQUISITES: Completion of *CityView Essentials* is required.

OBJECTIVES:

- Introduction to all your customized forms and the binders that house them
- Provide an overview of your database using Database Explorer
- Following standard business practices learn how to find records, and add or modify data using your customized forms
- Review automation functionality and data verification incorporated into your system to increase efficiency
- Creating lists using your data and applying them to an application that meets your business needs
- How to produce simple reports to display your data using the report wizard
- If applicable, overview of your maps in CityView and using mapping objects to locate property information in your database

Custom On-Site Services

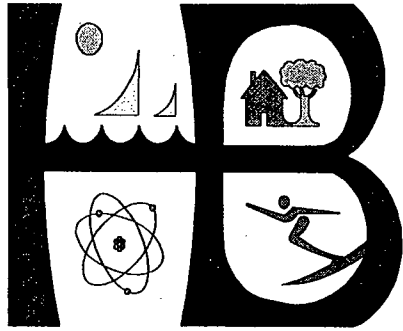
DESCRIPTION: Customized services can address such topics as importing data and database management; importing and exporting CityView maps; map maintenance; linking database records and graphic objects; advanced systems administration; expression building; advanced forms design just to name a few.

DURATION: 1 Full Day Minimum

AGENDA: Provided by you

PRESENTATION: These programs are presented in a free form format providing hands on training sessions designed to meet your specific needs. The agenda is designed for you by you, focusing on the specific areas or topics you want to address. These programs can be tailored to individual or group sessions, provided on your site or ours.

WHO SHOULD ATTEND? Key personal, end users, department managers, programmers and CityView System Administrators.



City of Huntington Beach

Citywide Permit System

Project Specifications

April, 2001

Building & Safety

BUILDING PERMITS - GENERAL INFORMATION

Creation, inquiry, update & copy functions for Building, Plumbing, Mechanical, Electrical, Pool & Fire Permits (*see Exhibit 1*)

Cash receipting, generate unique receipt number for each transaction

Automatic Permit expiration

Automatic Aging of permits

Transfer of info. To letter as for inactive status

Ability to cancel, void, expire permits manually

Letters of Notices; on no activity

6 month

10 month

Permit Expiration (1st, 2nd, 3rd Notices)

recording with County Clerk, uncompleted project

Reports:

Monthly Permit Report, B,P,M,E,valuation, plan check, inspections (livable) sq. & garage separate)

Assessor Report, *electronically*

Holds to appear automatically by responsible person

All Fees-ability to have fee increase and not alter past permits

PLAN REVIEW

Automatic numbering system for all cases that are non-OTC (over the counter)

Record creation, inquiry & update

Track coordination w/other departments (*Exhibit 2*)

Conditions

Approvals

Plan pick up

Resubmittals

Project conditions entered during plan review:

ash receipting, generate unique receipt number for each transaction

Automation of project holds

Ability to change process flow

Automatic notification of over-age plan checks

Validate Engineer/Architect licenses and record update through State consumer affair data base

Plan Check "Paid" must lock for P,M, and E, must have "Adjust" function

Security Check for unscheduled inspections and Check for Holds

Generate a Plan Check Expiration Notice and Report

Create a monthly summary report that totals by plan check for P, M, & E plan checks

Create report for Plan Check Work Load, by individual

Create report for Plan Check Status Report, by individual

Create report for Plan Check by Re-Submittal Date

Sanitation District Fees - Change of Use Recalculate Fee

Building & Safety

INSPECTIONS

Auto create inspection record
Track Inspection History, status, holds, completion, release (*see Exhibit 3*)
Inspection scheduling, cut off & update
Security Check for unscheduled inspections/Check for Holds
Only allow Building Final to be scheduled AFTER final P,M,E,
Inspection assignment by area or manually by supervisor
Interaction with IVR system (scantron system or handhelds) AM/PM sched.
Connection with Electronic field terminals, import/export data
Ad hoc reporting capability
Inquiry by owner name, tract name or address range
Report: By area, RD, inspector, time spent, by date range
Report: by inspector, by date range
Print **Job Card**

CERTIFICATE OF OCCUPANCY

Creation, inquiry, & update (See Exhibit 4)
Connected w/bldg. Permit transfer of info
Automatic issuance a project final
Cash receipting
Automatic numbering
Automatic aging notification
Batch printing of C of O certificates
Inspection history to print onto Scantron Forms
Status report to include all "types" of actions

CITATIONS (similar to Code Enforcement Case)

Linked to building permit or CofO
Creation, inquiry and update
Automatic Citation #
Complaint/Issue to be resolved
Inspection Date/Comment/Billable Hours (Multiples)
Notice Printed?/Compliance Date/Re-Inspection Date (Multiples)
Ability to add manual Re-inspection Fee
Citation Issue/Date
Case Status
Ability to Add Photo to File

Building & Safety

EXHIBIT 1: Standard Info for All Cases (for Building Department)

Date

Permit Type: P, M, E, Combo, Bldg, Pool, Fire

Permit Status: Voided/Cancelled/Expired

City Job Funding: y/n If y, is Gen Fund y/n, If y=0 ; If n=Transfer from ____dept____acct

Admin Job: y/n (default n) If y=process fee + manual fees + Addl people info to orig permit

Address & Multi-Address

New Tract? Y/N

Tract, Lot, APN, Zoning, Reporting District (auto)

Who is Builder? (Drop: Contractor/Owner)

Is Builder Self-Insured? Y/N

Is Builder Non-Employer? Y/N

Property Owner Info:

Name (Auto)/Manual over-ride/Address/Phone/Email

Contractor Info:

Name, Address, Phone/Email

Verify Current Business License (auto)/hold/Pay for New

Verify State License/Classes (multiples)

Architect/Engineer Info:

Name, Address, Phone/Email

Contact Info:

Name, Phone, Pager, Other, Email

Tenant Info:

DBA, Owner Name, Address, Phone, Pager, Other, Email

Work Description:

New Building? Y/N

Bldg Use Type: (Drop MFD, SFR, COM, IND, & Others)

Construction Type: (Drop, based on Use Type)

Plan Check Type: (Drop-OTC, Overnite, Reduced) note: Overnite/ Reduce require Plan Ck

Plan Check Information:

Plan Check #

Plan Check Amount \$

Final Plan Check Approved: y/n BY Whom (refer to Plan Check Info for details)

Paid? Y/N

END OF STANDARD INFORMATION

Building & Safety

EXHIBIT 1: Building Permit Case (additional to Standard Information)

Continued

Type of Construction (Drop) (mandatory for C,I, TI, N, Additions)

Occupancy Group (Drop)

Occupancy Load (mandatory @ issue for C, I, TI, N, Additions)

Census Code (Drop)

Square Ft-Existing: & Square Ft-New (Drop: Type, Amt) multiples

Public Building: y/n (Default n)

Bedrooms- Existing / # Bedrooms New

Families

Stories

Water Usage (Drop) (Low, Avg, High)

Valuation New & Valuation Revised

Parking Spaces

Fees Calculation:

Inspection Fee

Reproduction Charge

Penalty Charge

Misc/Itemize (drop)

Issuance Fee

Fee Adjustment Amount/Item

Total Fee

Paid Amount/Cash/Check/Credit Card/Control # (may be multiple)

Print Inspection Card

EXHIBIT 1: Plumbing Case (additional to Standard Information)

Continued

Linked to Building Permit: y/n #

Fee Calculation:

Multiple Fee Items (Drop)/ and Quantity for each

i.e Water Closet, Bath Tub, Lavatory, Gas Piping System, Water Heater, Urinal, Washing Machine, Water Distribution, Roof Drain, Gas Meter,

Private Sewer, Building Sewer, Shower, Kitchen, Sink/Disp, Gas Piping High, Dishwasher, Sprinkler, Water Softener, Water Dist/Anti-Siphon,

Floor Sink/Drain, Intercept/Greasetrap

Misc. Fee Items (Drop)

Reproduction Charge

Penalty Charge

Issuance Fee

Inspection Fee

Fee Adjustment Amount/Item

Total Fee

Paid Amount/Cash/Check/Credit Card/Control # (may be multiple)

Plan Check (if Not OTC)

Plan Check Detail

Re-submittal Info

Building & Safety

EXHIBIT 1: Mechanical Case (additional to Standard Information)

Continued

Linked to Building Permit: y/n #

Fee Calculation:

Multiple Fee Items (Drop)/ and Quantity for each:

Furnaces/Ducts, Appliance Vent, HVAC Duct, Boiler/Compress, Evaporative Cooler, Vent Fan or System, Gas Piping, Appliance, Fire/Smoke damper, etc.

Misc. Fee Items (Drop)

Reproduction Charge

Penalty Charge

Issuance Fee

Inspection Fee

Fee Adjustment Amount/Item

Total Fee

Paid Amount/Cash/Check/Credit Card/Control # (may be multiple)

Plan Check (if Not OTC)

Plan Check Detail

Re-submittal Info

EXHIBIT 1: Electrical Case (additional to Standard Information)

Continued

Linked to Building Permit: y/n #

New Residential y/n, If y, provide sq footage including attached garages & additions

Fee Calculation:

Multiple Fee Items (Drop)/ and Quantity for each:

Fixtures, Switches, Outlets, Garbage Disp, Compactor, Range, Dishwasher, Water Heater, Furnace, Oven, Washer, A/C, Heater, Dryer, Water Softener, Microwave, Vacuum System, Garage Door Opener, Over Hood/Fan, Time Clock, Pole Light, Fuse, Temp Construction Pole, Meter, Sign(s), Sub-Panel, Generators, Misc.....

Misc. Fee Items (Drop)

Reproduction Charge

Penalty Charge

Issuance Fee

Inspection Fee

Fee Adjustment Amount/Item

Total Fee

Paid Amount/Cash/Check/Credit Card/Control # (may be multiple)

Plan Check (if Not OTC)

Plan Check Detail

Re-submittal Info

Building & Safety

EXHIBIT 1: Swimming Pool Case (additional to Standard Information)

Continued

Linked to Building Permit: y/n #

Linked to Electrical Permit: y/n #

Linked to Plumbing Permit: y/n #

Coastal Permit: y/n

Census Code (Drop)

Pool Installation: y/n Pool Area:

Spa Installation: y/n Spa Area: Above Ground: y/n

Fee Calculation:

Fee Code:

Multiple Fee Items (Drop)/ and Quantity for each

Fixtures, Outlets, Motors, Switches, Time Clock, Sub-Panel, etc....

Misc. Fee Items (Drop)

Reproduction Charge

Penalty Charge

Issuance Fee

Inspection Fee

Fee Adjustment Amount/Item

Total Fee

Paid Amount/Cash/Check/Credit Card/Control # (may be multiple)

Plan Check (if Not OTC)

Plan Check Detail

Re-submittal Info

Building & Safety

EXHIBIT 2: Plan Check Approval Information

Planning: Y/N Need detail of subset approvals, business rules, dates, names, comments holds (*Park Fee, Disp Fee, Flood Cert, Cat Excl, Record Map*)

Fire: Y/N Need detail of subset approvals, business rules, dates, names, comments, holds (*Methane Barrier, Hazmet, Fire Final*)

Pub Work: Y/N Need detail of subset approvals, business rules, dates, names, comments, holds
(*Project #, Demolition, Line & Grade, Precise Grade, Landscape Final, Water Final, Sanitation Dist, Sewer/Storm Final, Traffic, PW Final*)

Building: Y/N Need detail of subset approvals, business rules, dates, names, comments, holds
(*Park & Rec, Flood Zone, Sanitation, Seismic, Building Final*)

Certi of Occupancy Required: Y/N } "Y/N" fields should allow No edits after Receipt Issued - Need detail of subset approvals, rules, dates, names, etc

Traffic Impact: Y/N } "Y/N" fields should allow No edits after Receipt Issued - Need detail of subset approvals, rules, dates, names, etc

School Impact: Y/N } "Y/N" fields should allow No edits after Receipt Issued - Need detail of subset approvals, rules, dates, names, etc

Library Impact: Y/N } "Y/N" fields should allow No edits after Receipt Issued - Need detail of subset approvals, rules, dates, names, etc

Sanitation: Y/N } "Y/N" fields should allow No edits after Receipt Issued - Need detail of subset approvals, rules, dates, names, etc

Fee Calculation:

Penalty: Y/N	Calculation:	Comments:
Fee Adjustment by Item/Amount		
Total Fee		
Paid Amount/Cash/Check/Credit Card/Control # (may be multiple)		
Issued By		

EXHIBIT 3: Inspection Information

Permit # / Permit Type/ Related Permits

Requested Date

Requested Time: AM/PM

Requested Inspection Type (Drop) or Automatic from IVR

Comments

Inspector

Inspection Completed Type (Drop)

Status/Correction Code/Code Reference (Drop)

Hold Framing Inspection if "Flood Cert" required (auto)

Utility Release: Email or Automatically Generate Notice to Building & Letters to Gas and Edison

Utility Release Comments

Data/Time Completed

Minutes on Job

Building & Safety

EXHIBIT 4: Certificate of Occupancy

Auto Create if Building Permit is Commercial, or is a Tenant Improvement

Auto Reporting District

Auto Plan Check #

Auto Building Permit #

Address/Email

Applied Date (today?)

Business Name

Business Type

Occupation Group (Drop)

Location Address

Owner Name/Address/Phone

Proposed Use (Drop)

New Building, Existing Building, Change Owner, Change Use to ??, Change Occupant, Add Occupant

Former Use

Square Ft Revised

Stories

Zoning (auto)

Occupancy Group (Drop) Multiples

Occupancy Load (Multiples Allowed)

Health App by

Administrative Action/Entlement

Plan Approval: Y/N; Date

Utility Release: Y/N; Date

Fee Calculation

Re-Inspection Fee/Re-Calculate/Adjust Balance

Paid Amount/Cash/Check/Credit Card/Control # (may be multiple)

Retain History for previous uses

Planning

CODE ENFORCEMENT

Date Received

Complainant Name, Address, City, Zip, Phone, Email

Type of Complaint (drop down list with "other"/description) - Link to Code Sections & \$ Bail Schedule

If Mobile Vendor Complaint, need Vehicle Lic #, DBA Name, Address

Comment/Notes re: Complaint

Priority (1,2,3)

Violation Location

ALERT FROM: FIRE OR PD

APN & Legal Owner Name, Address & Phone

Utility Billing Responsible Party Info

Reporting District (automatic by address)

Housing Survey Status

Officer Assigned (automatic by Reporting District)

Received by/Originator

Case # (automatically assigned)

Field Input:

Inspection Date/Comment/Billable Hours (Multiples)

Notice Printed?/Compliance Date/Reinspection Date (Multiples)

Ability to add manual Reinspection Fee

Citation Issued?/Date

Hearing Date (45 days from Citation Date + following Wednesday)

Case Status

Referral to other Dept.

Add: Photo to file

Inspector Close

Assigned to Attorney:

Attorney Assigned/Date

Attorney Disposition

Attorney Sign Off/Date

Planning

CODE ENFORCEMENT

Reports:

- # Cases Received/Month/Type
- # Violations Received/Month/Type
- # Cases Closed/Month/Officer
- # Citations Issued/Month/Officer
- Fee/Month/Type
- # Inspections/Month/Officer
- # Cases Sent to Attorney/Month
- # Cases Attorney Sign Off/Month



Planning

PROPERTY DATA BASE

Creation, inquiry, & update (Auto property owner record update using Win2Data) (**See Modified UDI**)
Verification of address-based entities using street guide
Generate reports & mailing labels for multiple property owners information using a designated radius

ENTITLEMENTS

Creation, inquiry & update (Query by address, APN, Tract/Block/Lot, People)
Link to Building Permits and COFO's
Zone (drop)
General Plan Info (drop)
Tract/Block/Lot Info
APN #
Land Description & Code Information (*from Win2Data but modified for our needs*)
Special Concerns - multiples
Affordable Housing, Coastal Status, Flood Zone, Exempt, Certif, LOMR + following drop
(Drop) *Design Review Required, Redevelopment Info, Seismic, Historical, Oil, Methane, Noise, Archeological, Haz Waste (multiple)*
Specific Entitlements (drop for each = Case, Auto #, Submit Date, Request, Requestor, Staff Assigned)
Address Assign, Address Change, Animal Permit, Appeal to PC, Appeal to CC, Cat Exclus Letter, CC&R Review, Earthquake, Cert of Compliance, Coastal Development, Cond Use Permit, Design Review, Development Agree, EIR, Entitle Plan Amend, Environ Assess, Extend Time, Final Parcel Map, Flood Plain Var, Gen Plan Amend, Initial Plan, Zone & Review, Ltd Sign Permit, Local Coastal Rev, Local Coastal Prog Amend, Planned Sign Program, Prelim Plan Review, Reverse to Acre, Sign Code Exception, Special Permit, Specific Plan Rev, Temp Sign Permit, Temp Sales Event Permit, Temp Use Permit, Tent Parcel Map, Tent Tract, Variance, Zoning Map Amend, Zoning Text Amendment, + ability to add additional not on list
Detail of approvals for each of Entitlements:
(Include routing, approval dates, specific conditions, condition expire date or "vest")
Calculate fees based upon the above specific entitlements
Penalty: Y/N
Fee Adjustment/Item
Total Fees
Paid Amount/Cash/Check/Credit Card/Control # (may be multiple)
Issued by
Cash receipting, linked to revenue accounts

Planning

Reports:

Entitlements "approved" or "denied" w/related action, by PC,ZA, DRB,DIR (monthly & calendar year)
Expired Entitlements by Address & Send Notification Letter to Applicant & Property Owner (prior to expire)
Automatic Removal (add "vested")of Expire Date with the Completed & Approved Building Permit Inspection
Listing of all properties in Floodplain annually by address and APN
New construction in floodplain monthly and calendar year-end
Coastal Zone Appeal (check with Susan for details)
Letter to property owner and contractor following building permit issuance advising that Elevation Cert is required

PERMITS

Creation, inquiry & update of Temporary Sign Permit
Business Location
Business Name
Applicant Name
Applicant Address/Phone/Email
Previous Temp Sign Violation (last calendar year)? Y/N
Violation Date
Sign Install Date
Dates Scheduled to Post: From/To/# Days (drop) multiples
Diagram Scanned
Fee Calculation:
Penalty: Y/N
Fee Adjustment Amount/Item
Total Fee:
Paid Amount/Cash/Check/Credit Card/Control # (may be multiple)
Issued by
Permit # (auto)/date (auto)
Track history of permits issued by location; count cumulative days signs posted

Report: Expired Permits by RD by location
Report: Permits that have exceeded 90 days in calendar year, by RD, by location

Public Works

PUBLIC WORKS PERMITS - GENERAL INFORMATION

Ability to track & monitor PROJECTS (See Attachment):

- Conceptual Design
- Development review & Conditioning
- Plan Check Submittal & Review
- Permitting
- Inspection
- Schedule Monitor/Maintenance (Water Quality, Fire inspect)

Independent Project Identifier, Universal to all depts.

Project #, TT #, Tract #, APN#, RD#

Date

Persons Included:

- Owner, Address, Phone # (auto populate)/Email

- Contractor, Address, Phone #, Email

- Contract License Active/Expire Date

- Insurance Active/Expire Date

- Sub-Contractor(s), Address, Phone #, Email

- Business License Active/Expire Date

- Contract License Active/Expire Date

- Engineer(s), Type, Address, Phone #, Email

- Business License Active/Expire Date

- Contract License Active/Expire Date

Fee Calculations & Penalty Assessments by Type

Payment Receipt/Amount/Date/Pay Type/Balance

Link to Other Agencies/depts for data verifications:

- State Contractors Lic.

- City Risk Management Insurance

- County

- Caltrans

- City Business License

- Fire

- City's GIS System

Ability to Issue, Track, Update, the various Permits (see below)

Public Works

Grading Permits (multiple types include Stockpile, Remediation, Rough, Precise):

Grading - Stockpile Permit:

Permit #
Emergency Contact/Phone #
Location
Qty/ (if over 25,000 cubic yards, requires Planning Approval)
Erosion Control Plan
Approvals by:
 Property Owner
 County, State, Federal, City Traffic/Haul Route
Plan Submission Date/ Re-Submission Date
Soils Report? y/n/na
Remediation Req'd? y/n
Dust Control:
 Std. Conditions (Lookup/Choose)
 Hours Allowed
Approved by
Issue Date
Expiration Date

Grading - Remediation

Permit #
Emergency Contact/Phone #
Location
Qty/ (if over 25,000 cubic yards, requires Planning Approval)
Erosion Control Plan
Approvals by:
 Property Owner
 County, State, Federal, City Traffic/Haul Route, fire
Plan Submission Date/ Re-Submission Date
Soils Report? y/n/na
Dust Control:
 Std. Conditions (Lookup/Choose)
 Hours Allowed
Approved by
Issue Date
Expiration Date

Public Works

Grading - Rough

Permit #
Emergency Contact/Phone #
Location
Plans Submit Date/ Re-Submission Date
Plans Approve Date
Qty
Soils Report? y/n/na
Remediation Required? Y/n
Dust Control:
 Std. Conditions (Lookup/Choose)
 Hours Allowed
Approvals:
 Traffic, Planning, Fire, Public Works
Issue Date
Expiration Date

Grading - Precise

Permit #
Emergency Contact/Phone #
Location
Plans Submit Date/ Re-Submission Date
Plans Approve Date
Qty
Soils Report? y/n/na
Remediation Required? Y/n
Dust Control:
 Std. Conditions (Lookup/Choose)
 Hours Allowed
Approvals:
 Traffic, Planning, Fire, Public Works Line/Grade
Issue Date
Expiration Date

Grading - Encroachment

Permit #
Location:
 Street A+# & Street B+#, Direction; or Address Specific
Hourly Fee? y/n (Need to determine how to track this); If Not Hourly = Quantity Fee
 Categories (Lookup Items by Category), Add Quantity
Total Fee or To Be Billed Later, if Hourly
Traffic Control? Y/n If Yes, City Standards (Drop 1-25) with Special Notes
 If Yes, City Standards (Drop 1-25) with Special Notes
Plan Submission Date/ Re-Submission Date
Application Date

Public Works

Harbor Permit

Permit #
Location: Street Name, Number
Approvals (Y/N; Concept Approved by Whom; Final Approval by Whom) by: Army Corps, Coastal, State Land, County, City
Quantity Fees (Drop)
By Category, Choose Item, Qty
Conditions: Notes
Issue Date/ Expire Date

Overload Permit

Permit #
Cal Trans Requirement (John Von Holle to provide this info)
Fees: Single or Annual
Haul Route Description
Insurance in Force (auto link)
No Business License Requirement

Subdivision Permits

Project #, TT#, Tract #, APN#, RD#
Date Received by Planning
Persons Included:
Owner Name, Address, Phone (auto populate)
Contractor Name, Address, Phone #
Business License Active/Expire Date (auto)
Contract License Active/Expire Date (auto)
Insurance Active/Expire Date
Sub-Contractor(s) Name, Address, Phone #
Business License Active/Expire Date (auto)
Contract License Active/Expire Date (auto)
Insurance Active/Expire Date
Engineer(s) Name, Type, Address, Phone #
Business License Active/Expire Date (auto)
Contract License Active/Expire Date (auto)
Tract Map Review Process:
1st Review by Whom/Date/Comments
2nd Review by Whom/Date/Comments
Approval Fee Calculations
Approvals/Dates/Comments by PW, Planning, County, Council
License/Franchise Agreement
Easements
Improvement Plan Reviewed by:
Whom Date, Comment, Re-submit Date, Approval Date for each of the following:
Sewer, Water, Storm Drain, Landscape, Street Improvement, Street Lighting, Dry Utilities, Signals, Traffic Control
Fee Calculations
Rough Grading (see above)
Precise Grading (see above)
Bonds Include:
Performance: \$, Accept Date, Release Date
Labor/Material: \$ Accept Date, Release Date
Monument: \$ Accept Date, Release Date
Guaranteed Warranty: \$ Accept Date (Auto=Performance Release Date), Plan Release Date= 1 Yr, Actual Release Date

Public Works

Public Works Inspections

All Public Works Inspections Require:

Request Date
Permit #, TT# or Tract #, Address
Contractor Name, Phone, Email
Inspector Name
Inspection Type (as listed below by Permit Type)
Inspection Status (A=Approved, D=Denied + Notes Allowed, P=Pending+ Notes Allowed)

Stockpile Inspections:

Required Inspection Type: *Final Only*

Remediation Inspections:

Required Inspection Type: *Final Only*

Rough Grade Inspections:

Required Inspection Types: *Soils Report, NPDES, Final*
Optional Inspection Types: *Erosion Control, SWPPP (only required if over 1 acre)*

Precise Grade Inspections:

Required Inspection Types: *Line & Grade Cert, Line & Grade Sign Off, Final*
Note: *Line & Grade Inspections need to be "linked" to Building Permits*

Final Grade Inspections:

Required Inspection Types: *Final Grade Cert, Final Soils, As-Built Plans, Landscape, Water, Fees Paid*
Other: *Encroachment Permits Final*
Other Linked to Building Permits: *Precise Grade Final, Public Works Final*

Encroachment/Permit Inspections:

Traffic Control
Dry Utilities: *Final (Need to be able to track inspectors time for billing)*
Sewer Main: *Pipeline, Manholes, Air Test, TV, Ball & Flush, Mandrell (opt), Manholes Raised to Grade, Manholes Coated, Compaction Report/Slurry, AC Paving, Final*
Sewer Lateral: *Saddle/Wye, Pipeline, Compaction Report/Slurry, AC Paving, Final*
Storm Drain: *Pipeline, Joints Grouted, Structures (opt), TV, NPDES (opt), Manholes Raised to Grade (opt), Compaction Report/Slurry, AC Paving, Final*
Street Improvements: *Curb/Gutter (opt), Cross Gutters (opt), Drive Approaches (Opt), Sidewalks (Opt), Handicap Ramps (opt), Subgrade/AB/Base AC, Curb/Gutter, Remove/Replace (opt), Curb Patching(opt), AC Cap (opt), Traffic Signs (opt) Striping/Markings (opt), Final*
Street Lights: *Conduit, Foundations, Poles, Conductors, Service Pedestals (opt)*
Traffic Signals: *Conduit, Foundations, Poles, Conductors, Loops or Videos (chose one), Cabinet Controller, Service Pedestal, Final*
Bus Shelters: *Structural, Electrical or Solar (choose one), Final*
Harbor/Docks: *Final*
Obstruction: *Final with notes*

Public Works

Subdivision Inspections:

Need to be able to clone these from original submittal for each Lot#

Required Inspections:

Rough Grade: *Required & Optional*

Line & Grade: *Engineers Cert, Sign-Off Line & Grade (Linked to Building Permit)*

Sewer: *Pipelines, Manholes Installed, Air Test, TV, Ball/Flush, Mandrell, Manholes Raised to Grade, Manholes Coated, Final*

Storm Drain: *Pipelines, Joints Grouted, Structures, TV, NPDES, Manholds Raised to Grade, Final*

Water: *Pipe, Fittings, Thrust Block, Air-Vac/Blow Offs, Hydrostatic Test, Health Test, Backflow, Valve Boxes Raised to Grade,*

Water Meter, Water Release, Final

Dry Utilities: *Edison, Telephone, Gas, CATV, Fiber Optic, Street Lighting, Handholes/Vaults, Traffic Signals (opt), Final*

Street Improvements: *Curb/Gutter, Cross Gutters, Drive Approaches, Sidewalks, Handicap Ramps, Subgrade/AB/Base AC,*

Curb/Gutter Removal/Replace, Curb Patch, AC Cap, Final

Signs & Markings: *Street Name Signs, Traffic Control Signs, Striping/Markings, Final*

Landscape: *Lot Release, Common Landscape, Service Pedestal, Final*

Occupancy Release: *Final Grade Cert, Final Release (Linked to Building Permit)*

Bond Release: *As Built Plans, Final Soils, Fees Paid, Final Grade Cert, Final Walk-through, Monument Letter, Tract Final*

Can generate searches by Parcel Map, Tract Map, or project files

Owner/Developer

Contractor

Engineer/Architect

Addresses

Permit Number

Assessor parcel #

Tract # or Tentative Tract #

Project #

Entitlement # (CUP, Tract#, Parcel#, etc.)

Soil Report #

Able to cross reference (scanned-in) drawings, all Maps, Reports, Soils reports, and existing files

Fire

Permits

Building Permit/Plan Check Review; track status of each component; track releases/holds/notes

Check for Square Footage Requirements

Plan Check to include Fire Hydrants

Fire Alarm Permit; track call-outs; ability to invoice for false alarms

Sprinkler System Permit; link to Building Permit; CofO;

Hazardous Materials Permit; link to Business License; track chemical inventory; site plan; Emergency Plan and Occupancy Inspection Fields

Oil Well Locations/RD# & FD#; Well Information(well type, vent, barrier, history); Tracking (link to Bus Lic) ; active/abandoned; ability to invoice/track fees

Fire Inspection

CofO Inspection/Release; track status of each inspection component; schedule follow-up inspections; charge re-inspection fee

Annual Fire Safety Inspection; track status of each component; schedule follow-up inspections; charge re-inspection fee

Hazardous Materials Inspection; track materials; ability to attach photos; track releases/holds/notes

Annual Fire Hydrant Maintenance Inspections; track dates of service; ID#;

Misc

Print inspection reports at site on field units

Prepare invoices, monthly reports, letters, violation notices and Citations.

Tied to Cert. Of Occupancy

Inspection history; Holds, Releases, Notes, Persons

Generate violation notices

City Treasurer

BUSINESS LICENSE

Creation, inquiry, update on the below

Business Name

DBA

Business Address/Suite #

(link to Cof O: Valid y/n; link to CUP # & date)

Reporting District (auto from address)

Business Telephone #

Mailing Address (min 4 lines)

Web Site

E-Mail

Business Description

SIC

(Massage, Gun, Entertain, Alcohol) = Send to PD/date

(No Fee Permits for Bingo, Towing Company, Special Events)

(Nail Salons)

Legal Owner

Previous Owner

Professional License #

Date Business Start in HB

Account Status (Active/Inactive/Delinq/Pend)

Emergency Contact: (multiples)

Name

Address

Phone(s)

Birthdate/Place

Soc Sec #

Calif DL #

Vendor Deliveries: Y/N

Contractor Lic # & Class

Project Address

City Treasurer

BUSINESS LICENSE

Continued

Business Org: Individual/Partner/Corp

Fed ID #

State ID #

Soc Sec #

Owners or Officers (multiples)

Individuals Working: Full Time/Part time

Vehicles Used:

Under 1 Ton /Lic # (multiples)

1to 3 Ton / Lic # (multiples)

Over 3 Ton / Lic # (multiples)

Do You Collect Sales Tax Y/N

If Yes, Resale #

Taxable Revenue

OC Health Dept Permit #

Burglar Alarm System Y/N Permit # / Possible link to Police

Rental Units/Date of Purchase

Rental Equipment:

Passenger Autos

Trucks

Trailers (2 whl)

Trailers (4 whl)

Coin Operated Machines:

Music

Vending

Service

Amusement

Vending Company Names/Address (multiples)

Comments: (multiple)

Mobile Vendors:

Product Sold

Location Vehicle Parked Overnight

Vehicle Make/Model/Yr/Color/Serial

Registered Owner/Address/Phone

Description/Logo/Photo

Previous License Y/N; City/Date

Previously Revoked Y/N/ Yr/Reason

City Treasurer

BUSINESS LICENSE

Continued

Drivers:

Names
Liability Insurance

Calculate Charges/post to General Ledger

Paid Date/Receipt #/Check # /Credit Card Payment/Card#/Transaction Code/Change Status

Ability to refund overpayment

10% Penalty for unpaid license/each month up to 100%

Business License Issue Date/Business License Number (automatic)/Renewal Month

Reports:

Daily List of all corrections made to business license (listed as input)

Daily List of all new business license (listed as created)

Daily list of all renewals paid (alphabetically)

Daily list of delinquent accounts that have been paid or closed.

Monthly List of all active businesses located in HB by street address.

Monthly list of all active business (alpha)

Monthly list of new businesses (alpha)

Monthly list of closed businesses (alpha)

Monthly list of paid renewals showing expiration date (alpha)

Monthly list of paid renewals showing payment date (alpha)

Statistics of active accounts, new accts, delinquent accts, closed accts, renewals sent, and revenue associated with each of these

Monthly list of new accounts include phone #'s (alpha)

Monthly list of 90 day delinquent accts (alpha)

Monthly list of new accounts showing # per type code

Monthly list of inactive accts showing # per type code

Compare to HDL Information: List of active accounts comparing resale #'s (if records match = accept, not match = reject), Print Reject List

Monthly list of Active Local Commercial Businesses by Reporting District, then by Street

Monthly list of Closed Local Commercial Businesses by Reporting District, then by Street

City Treasurer

History:

Inspection Date/Comment/NOV/Photo (multiples)/Change Status
Telephone Record/Date/Comment
Renewal Letters Sent/Date/Change Status/OCR Encoding
NSF Checks/NSF Charges

Monthly:

Delinquent Notices + Late Fees + Report
License/Permits Issued/Month/Type
\$ Issued/Month/Type or Cost Center?
Field Inspections/Month

Ability to Link to the Following Systems/Functions

Various Tax Authorities

Transit Tax-Bed Tax tables to calculate fees
Oil Royalty Tax Tables to calculate fees

Business System

Cash Receipting system record to appropriate cost center

Components of System

GENERAL COMPONENTS

Customization; No future upgrades will override in-house customization

Assignment of security down to "field" level for creation, inquiry and update

Open Architecture (interface w/other Hardware)

IBM, HP, NT, Unisys, etc.

Runs on Windows NT

Database Utilizes SQL Server

All scanned documents need to be in "TIFF" Format

All digital files should be in "ODBC" format such as Dbase, Access, Excel with unique identifying #

Minimum AND Preferred Hardware Requirements for Network/Printers/Workstations and Configurations Defined

Related Software Requirements and estimated costs included

Data Conversion Recommended Action Plan Included

Training Costs to be included/Phased Training or Train the Trainer Concept

Recommended Timeline to be included/Final Timeline to be agreed upon

Internet capability to issue Permits On-Line and Check Selected Information/History (specific security rights for each field)

Project # Assigned to all developments and provide for hierarchy tracking (parent/child)

Permits grouped/linked to projects

Assignment of security for groups, user types, persons, down to "field" level for creation, inquiry and update

Create Cash Receipts with unique receipt number for each transaction

Accept Payments and track type (cash, check, credit cards, deposits)

Fees/Payments categorized to individual financial account numbers (ie 10035201.63050)

Reporting of any type of data

Capability to customize/create reports using any type of Account, Category, Field, etc.

E-mail notifications and Internet Access Capable

Data Transfer to/from Field Units:

Capable of utilizing M-Track Software for Field Inspections

Capable of using handhelds (Laptops, Palm Pilots, Other)

Data compression to reduce cost & transmission time

Capable of the "sign off" process

IVR System

Capable of interfacing with Selectron or comparable

Ability to track calls, hour, day, month

Ability to track calls by request type

Determine where call comes in on x5241 or a *Rollover* to x4085 or other location

Components of System

GIS System

Must be compatible with City's existing GIS MapObjects System

Data fields for Address must comply with City's Existing GIS Addressing Conventions

Optical Imaging

Compatible with ????? software, Windows NT system

Able to launch into Imaging System History by APN, Address, Project, Tract

Disaster Assessments

Clean up efforts, property damage, bldg. Repair

Accessed by IVR or hand helds

Assessor's Files, property size

Land use, Subdivision info

Legal Description



SOFTWARE LICENSE AND SUPPORT AGREEMENT

1. LICENSE

Municipal Software Corporation (hereinafter called 'MUNICIPAL') hereby grants to the person or corporation who purchased this License (hereinafter called the 'Licensee') a non-transferable, non-exclusive license to:

- (a) Use the CityView application software (hereinafter called the 'PROGRAM'), containing the system modules described in Schedule "A" attached to this document. The PROGRAM is in "use" on a computer when it is loaded into temporary memory (i.e., RAM) of that computer;
- (b) Copy the PROGRAM into any machine readable or printed form for back-up, archival or modification purposes in support of the Licensee's use of the PROGRAM on the computer system PROVIDED THAT:
 - (i) the Licensee shall maintain a record of the number and location of copies made; and
 - (ii) the copies, together with the original, shall remain the property of MUNICIPAL;
- (c) Modify the PROGRAM or merge it with another program for the Licensee's use on any single machine PROVIDED THAT:
 - (i) any portion of the PROGRAM modified or merged into another program shall continue to be subject to the terms and conditions of the Agreement; and
 - (ii) upon termination of this Agreement, the PROGRAM or portion thereof shall be completely removed from the modified or merged program and destroyed or returned to MUNICIPAL at the request of MUNICIPAL.

2. SUPPORT

In consideration of payment of the annual support and maintenance fee, MUNICIPAL will provide:

- (a) Priority response on support requests regarding licensed programs (and PROGRAM updates),
- (b) Application support will be provided at no additional charge whenever MUNICIPAL delivers a set of custom built CityView applications to the Licensee. This support service is not to be confused with the standard Technical Support Services that are provided by MUNICIPAL. This support is not available once the Licensee makes any alterations, additions or deletions to the application and is to be limited to:
 - (i) Within the first two weeks of delivery, all support questions are directed to the developer(s) involved with the application development. These may include questions of functionality, operability, explanation of how business processes have been implemented, and any questions of warranty. These questions may be posed at any time between 8:30AM and 4:30PM Pacific Time, Monday through Friday;
 - (ii) After the first two weeks of delivery, but still within a month of delivery, it is requested that wherever possible questions are queued and consolidated so that an appointment with the application developer(s) may be booked. This will allow for the best possible use of time for everyone involved;
 - (iii) After the first month of delivery, all questions should be asked through the normal technical support process. If the support issue requires assistance from the application developer(s), the technical support analyst will draw upon those resources as is required;
- (c) Telephone support for licenses described in Schedule "A" between the hours of 7:30AM and 5:30PM Pacific Time, Monday through Friday; (support for monthly hours in excess of those allowed in Schedule "A" shall be billed at regular hourly rates);
- (d) Remote diagnosis of operational issues related to the PROGRAM and PROGRAM updates, provided that the Licensee has obtained, at its cost, the necessary software, hardware and instruction to allow MUNICIPAL to provide such assistance.
- (e) PROGRAM updates for licensed programs at no extra charge except for magnetic media and courier costs, these updates to include minor changes, enhancements, improvements, and problem resolutions (excludes all Xpress Licensees);

In consideration of the services set out above, the Licensee agrees to pay for each Licensed User installation, the software maintenance charge which shall be submitted by MUNICIPAL no later than one month prior to the date of expiration as specified in Schedule "A" (excludes all Xpress Licensees).

3. ACCESS TO PROGRAM SOURCE CODE (excludes all Xpress Licensees)

MUNICIPAL acknowledges that it has entered into an agreement (hereinafter called the "Escrow Agreement") with Jones Emery Hargreaves Swan, Barristers and Solicitors, having an office at Suite 1212 - 1175 Douglas Street in the City of Victoria, in the Province of British Columbia. A copy of the Escrow Agreement is attached hereto as Schedule "B". Said Escrow Agreement provides that a Licensee may gain access to program source code for purposes of maintaining and supporting their PROGRAM licenses all as provided in the Escrow Agreement.

MUNICIPAL agrees that for so long as this Software License and Support Agreement is in effect it will deposit and periodically update, at MUNICIPAL's sole cost, a copy of the current version of the PROGRAM source code for all programs for which the Licensee holds licenses as described in Schedule "A" attached hereto in Escrow.

MUNICIPAL further agrees that for so long as this Software License and Support Agreement is in effect it will take no steps or actions which would have the effect of modifying or eliminating the Escrow Agreement without first having received written permission from the Licensee to so do.

4. TERM

This Agreement is effective upon installation and/or payment of the license fee and shall remain in effect for the term set out in Schedule "A" attached hereto, and upon expiry of the initial term shall automatically renew for an identical term upon payment of the annual support and maintenance fee for the renewal term unless terminated by either party in accordance with the terms contained herein. The Licensee may terminate this Agreement upon the giving

of not less than sixty (60) days written notice to MUNICIPAL prior to each anniversary date of this Agreement. The Licensee may also terminate this Agreement provided that MUNICIPAL is in breach of this Agreement and MUNICIPAL has not responded to the Licensee within thirty (30) days from the date of the written request of the Licensee, which response did not reasonably include an identification of the problem, the timetable for resolution, and the proposed scope of the work required to resolve the problem. MUNICIPAL can terminate this Agreement if the Licensee is in breach of this Agreement and fails to cure such breach within thirty (30) days after written notice from MUNICIPAL, including for non-payment within sixty (60) days of invoice date. In case of termination, the Licensee shall at the request of MUNICIPAL either:

- (a) Destroy the PROGRAM together with all copies, modifications and merged portions, or
- (b) Return the PROGRAM together with all copies, modifications, and merged portions to MUNICIPAL.

Upon termination the Licensee shall certify in writing that the original and all copies, modifications and merged portions in any form have either been returned to MUNICIPAL or have been destroyed. Sections 5, 6, 7 and 8 shall continue on and survive notwithstanding termination of this Agreement.

5. MUNICIPAL'S PROPRIETARY RIGHTS

The grant of the License herein contained permits the limited use of the PROGRAM by the Licensee. Title to and all property in the PROGRAM, its name, logo and computer stored data shall remain exclusively with MUNICIPAL.

The Licensee hereby acknowledges that the PROGRAM is the property of MUNICIPAL, constitutes a MUNICIPAL trade secret, and agrees to exercise due care and diligence in safeguarding the PROGRAM and MUNICIPAL's proprietary interest.

The Licensee also acknowledges that any negligence or deliberate violation of this Agreement on its part which results in failure to protect MUNICIPAL's proprietary interest in the PROGRAM shall actually and materially damage MUNICIPAL.

In order to ensure compliance with the terms of this Agreement, MUNICIPAL shall be entitled, upon reasonable notice to Licensee and subject to MUNICIPAL's compliance with Licensee's reasonable security measures, to enter upon the Licensee's premises during normal business hours and require the Licensee to produce such information, records and documents as may be required to ascertain compliance.

MUNICIPAL may revise or update the PROGRAM or its product from time to time but shall have no obligation to provide such revision or update to the Licensee, unless the Licensee has paid in full the Annual Software Maintenance fee.

6. LIMITED WARRANTY

MUNICIPAL warrants only that:

- (a) the PROGRAM furnished, and all subsequent PROGRAM updates, shall function as set forth in the user documentation accompanying the PROGRAM; and,
- (b) the CD or diskette or cassette or magnetic tape on which the PROGRAM (including PROGRAM updates) is provided, shall be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to the Licensee as evidenced by the Licensee's delivery receipt.

Except as specifically provided above, MUNICIPAL expressly disclaims all warranties in the PROGRAM, including, but not limited to the implied warranties of quality or fitness for a particular purpose. The Licensee assumes sole responsibility for the selection of the PROGRAM to achieve the Licensee's intended results, and for the installation, use and results obtained from the PROGRAM.

7. LIMITATIONS OF REMEDIES

MUNICIPAL's entire liability and the Licensee's exclusive remedy shall be:

- (a) The replacement of any CD or diskette or cassette not meeting MUNICIPAL's "limited warranty" and which is returned to MUNICIPAL with a copy of the Licensee's receipt, or
- (b) If MUNICIPAL is unable to deliver a replacement CD or diskette or cassette which is free of defects in materials or workmanship, the Licensee may terminate this Agreement by returning the PROGRAM to MUNICIPAL for a refund in full of licensing fees only as long as such refund is requested within three (3) months of the anniversary date of this Agreement.

In no event shall MUNICIPAL be liable to the Licensee for any damages, including any lost profits, lost savings, or other incidental or consequential damages arising out of the use or inability to use the PROGRAM even if MUNICIPAL has been advised of the possibility of such damages, or for any claim by any other party.

8. INJUNCTIVE RELIEF

The Licensee agrees that the breach of any term, provision or condition of this Agreement by the Licensee may cause irreparable damage to MUNICIPAL in which case an award of damages may not be adequate relief to MUNICIPAL. Therefore, the Licensee agrees that in addition to all the remedies available to MUNICIPAL in the event of any breach of this Agreement by the Licensee, MUNICIPAL shall have the right to obtain timely injunctive relief to protect its proprietary right.

9. GOVERNING LAW

The validity and interpretation of this Agreement and each clause and part thereof shall be governed by the law of the Province of British Columbia without reference to principles of conflict of laws.

10. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed on by the parties hereto with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

11. RIGHT TO ASSIGN

This Agreement and the rights and liabilities hereunder shall not be assigned by the Licensee unless consent in writing is obtained from MUNICIPAL.

12. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

13. DELIVERY AND PAYMENT

Acceptance of delivery of payment of the license or software maintenance constitutes acceptance of the terms of this Agreement.

ESCROW AGREEMENT

To: Jones Emery Hargreaves Swan
Barristers and Solicitors
Suite 1212 - 1175 Douglas Street
Victoria, B.C.
V8W 2E1

To: Each Declarant (as defined hereunder)

Municipal Software Corporation acknowledges that each licensee under the terms of a valid, current Municipal Software Corporation Software License and Support Agreement which is not in default (the "Declarant") is a beneficiary under this Escrow Agreement and entitled to enforce legal rights and remedies hereunder.

1. Upon receipt by Jones Emery Hargreaves Swan of a Statutory Declaration from the Declarant or an authorized officer of the Declarant containing the following provisions:

- (a) The Declarant is a party to a Municipal Software Corporation Software License and Support Agreement and the Declarant is not in default under the terms of the agreement;
- (b) The Declarant has requested in writing performance of the Software License and Support Agreement by Municipal Software Corporation;
- (c) Municipal Software Corporation has not responded in writing to the Declarant within 30 days from the date of the written request of the Declarant, with a response which did not reasonably include an identification of the problem, the timetable for resolution, and the proposed scope of the work required to resolve the problem;
- (d) Notice of the intention of the Declarant to exercise the provisions of this Escrow Agreement has been served upon Municipal Software Corporation not less than 14 days prior to the date of execution of the Statutory Declaration;
- (e) The Declarant undertakes to copy the program source code, the subject of the Escrow Agreement, and to return the original to Jones Emery Hargreaves Swan and to use the program source code only for the purposes of supporting and maintaining its Municipal Software Corporation software program for its own internal corporate purposes;

Jones Emery Hargreaves Swan shall release to the Declarant the program source code as deposited by Municipal Software Corporation in a sealed envelope with Jones Emery Hargreaves Swan pursuant to this Escrow Agreement;


2. Municipal Software Corporation shall, during the term of this agreement, submit revised copies of the source code in a sealed envelope together with a list of current approved declarants entitled to receive the same subject to the conditions in (1) above. Such revisions shall be accompanied by a certificate from Municipal Software Corporation stating that:

- (a) The contents of the escrowed materials are complete and would be understandable and useable by a reasonably knowledgeable computer programmer.
- (b) The contents accurately reflect the most current version of the licensed programs by the Licensee.

- (c) The contents incorporate all changes made to the licensed programs or the source material from the previous time the escrowed materials were delivered to Jones Emery Hargreaves Swan under this agreement.
 - (d) The contents contain a separate CD or diskette that contains the CityView License Key Generator Program with instructions for use, and,
 - (e) The contents contain no passwords, or other device that would prevent or prohibit the use of the escrowed materials at any time.
3. Municipal Software Corporation will ensure that revised copies of the source code will be placed with Jones Emery Hargreaves Swan within thirty (30) days after the public release of a licensed program or a licensed program update.
4. Jones Emery Hargreaves Swan shall, upon receiving such a certificate from Municipal Software Corporation, notify each of the declarants mentioned in (2) above, by mail of such receipt.
5. It is understood that the duties of Jones Emery Hargreaves Swan, as escrow holder are limited to those expressly set forth herein and, in addition to the carrying out of escrow instructions, are limited to taking reasonable care of the subject matter of this agreement. Jones Emery Hargreaves Swan make no representations or guarantee as to the escrow materials and shall not be obligated to inquire into the accuracy or completeness of the escrow materials or any declaration made hereunder. In the event that proceedings in a court of law arise in relation to the subject matter of this Escrow Agreement, Jones Emery Hargreaves Swan shall not be obligated to defend or enter an appearance and shall only be obligated to participate after the Declarant and Municipal Software Corporation have placed sufficient security for Jones Emery Hargreaves Swan's costs of such proceedings.
6. This agreement shall terminate ten (10) years from the date hereof, unless renewed by mutual written agreement. Jones Emery Hargreaves Swan may resign as escrow agent hereunder upon another party accepting the duties and obligations of escrow agent or upon providing the Declarant and Municipal Software Corporation with sixty (60) days advance written notice.

DATED at the City of Victoria, in the Province of British Columbia, this 4th day of June, 2001.

MUNICIPAL SOFTWARE CORPORATION



Robert E. Bennett, President

The terms of this agreement are hereby
accepted by the firm of Jones Emery
Hargreaves Swan
Per:




Patrick C. Trelawny



PROFESSIONAL SERVICE CONTRACTS PURCHASING CERTIFICATION

1. Requested by: Beverly Braden, Dept. of Building & Safety
2. Date: December 10, 2001
3. Name of consultant: Municipal Software, Inc.
4. Description of work to be performed: Permit Software System Implementation
5. Amount of the contract: \$500,000.00
6. Are sufficient funds available to fund this contract?¹ ☒ Yes, ☐ No
7. Company number and object code where funds are budgeted: 301.56001 \$1,043,436
8. Is this contract generally described on the list of professional service contracts approved by the City Council?¹ ☒ Yes, ☐ No
9. Is this contract within \$25,000 or 25% (whichever is less) of the amount stated on the list of professional service contracts approved by the City Council?¹
☒ Yes, ☐ No
10. Were (at least) informal written proposals requested of three consultants?
☒ Yes, ☐ No
11. Attach list of consultants from whom proposals were requested (including a contact telephone number).
12. Attach proposed scope of work.
13. Attach proposed payment schedule.

*Call 12-12-01
Need agreements sign*


RICHARD AMADRIL, Manager
Purchasing/Central Services

¹ If the answer to any these questions is "No," the contract will require approval from the City Council.

Citywide Permit System Software Consultant List

Municipal Software (250) 475-6600
C/o Ian Carmichael
1623 McKenzie Avenue
2nd Floor
Victoria, British Columbia V8N 1A6
Canada

Accela, Inc. (559) 799-7114
C/o Larry Pruitt
1731 West Walnut Avenue
Visalia, CA

Tidemark Solutions (now Accela) (949) 466-5435
C/o Mark Ronson
43 Hunter
Irvine, CA 92620

Exhibit A

Scope of Work

A. STATEMENT OF WORK:

MUNICIPAL will undertake and provide the following services (pursuant to Proposal dated April 23, 2001 and City's Request for Proposal/Project Specifications dated April, 2001, both attached hereto):

1. Provide 50 concurrent licenses of CityView and services as dictated by its Annual Software Maintenance Agreement.
2. Provide Project Management, System Design and Implementation of City View as follows:
 - i. The City will implement the CityView system in phases. Inherent in each phase will be the design/planning for an Interactive Voice Recognition System (IVR), Internet, and Field deployment, where applicable.
 - ii. The first phase will include scoping the entire project and importing the property data that will be used throughout the system. Training will take place as each phase is completed. After the completion of phase one, *SysAdmin*, *Reporter* and *Designer* training will be delivered along with *Essentials* and *Application* training for users of Business Licensing and Code Enforcement. Subsequent phases will involve only *Essentials* and *Application* training for the users of each new module.
 - iii. Phase One (Business Licensing and Code Enforcement, 20 forms)
 1. Pre- Training (Subject Matter Expert Training in City View Essentials 2 days)
 2. Data Collection and Project Scope (data collection and scope document prepared)
 3. Implementation/Customization – Prototype Development
 4. Implementation/Customization – User review, form refinement and data conversion
 5. Training (7days)
 - iv. Phase Two (Building Permitting and Plan Checks, 25 forms)
 1. Implementation/Customization – Prototype Development
 2. Implementation/Customization – User review, form refinement
 3. Training (4 days)
 - v. Phase Three (Planning and Pre-Construction, 25 forms)
 1. Implementation/Customization – Prototype Development
 2. Implementation/Customization – User review, form refinement
 3. Add 25 Users to System
 4. Training (4 days)
 - vi. Phase Four (Public Works and Fire Permits, 30 forms)
 1. Implementation/Customization – Prototype Development
 2. Implementation/Customization – User review, form refinement
 3. Training (4 days)

Exhibit A

Scope of Work

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

1. Provide knowledgeable personnel, experienced in implementation who will provide leadership, advice and support in the application design, data management, conversion, and testing.
2. Assist City with the assessment of gaps or inconsistencies between current processes and application processes, and develop strategies and approaches to resolve gaps or inconsistencies.
3. Define data conversion approach and assist in the conversion of existing data.
4. Review City's proposed hardware, operating system, and database to insure system performance will meet or exceed existing performance of the City's Legacy system.

C. CITY'S DUTIES AND RESPONSIBILITIES:

1. Provide knowledgeable personnel, experienced in the City's processes and requirements and authorize them to make decisions and perform the activities required for the City to implement the application software.
2. Provide a Project Manager who will be responsible for the day-to-day management of the project, report progress to the Executive Sponsor, manage the project budget, and develop/monitor project plans and schedules.
3. Provide Project Team/Subject Matter Experts who have in-depth knowledge of the City's existing business processes, procedures, systems, personnel and reporting, as well as a solid understanding of the City's future direction and related requirements. Team members are expected to participate in the project at least 50% of their time during the scoping/design/testing phase. The following are the expected responsibilities of the team members:
 - i. Attend scheduled training sessions
 - ii. Act as focal point for issues affecting their application area
 - iii. Develop and maintain procedures within their application area
 - iv. Develop end-user training manuals
 - v. Test and troubleshoot issues in their application area
4. Provide Technical personnel to establish, operate and support both the test and production environments for the Permit System. Their responsibilities include:
 - i. Knowledge of the hardware, operating system, and databases
 - ii. Participate in the initial software installation and cumulative updates
 - iii. Configure the test and production environments. Help determine any scalability issues during test environment and for updates
 - iv. Manage test and production environments, including networks, servers, workstations and their connectivity
 - v. Provide technical solutions to hardware issues.
 - vi. Responsible for managing interfaces
 - vii. Accept system into production
 - viii. Maintain system including daily backups

Exhibit A

Scope of Work

D. PROJECT SCHEDULE:

1. Phase One (Business License and Code Enforcement): Jan – March, 2002
2. Phase Two (Building Permitting and Plan Checks): April-June, 2002
3. Phase Three (Planning and Pre-Construction): July-September, 2002
4. Phase Four (Public Works and Fire Permits): October-Jan, 2003
5. Phase Five (GIS Activation): Feb-March, 2003
6. Phase Six (Internet Activation): March-May, 2003

This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

Exhibit B

Payment Schedule

In return for the work shown in Exhibit "A" to be provided by MUNICIPAL SOFTWARE ("MUNICIPAL") pursuant to the terms of this Agreement, City of Huntington Beach ("CITY") shall pay as follows:

LICENSING:

\$99,500 invoiced upon receipt of initial order.

ANNUAL SOFTWARE MAINTENANCE:

\$20,000 invoiced upon delivery of City View software.

DESIGN/IMPLEMENTATION:

The City will implement its CityView system in phases. Inherent in each phase will be the design/planning for Interactive Voice Recognition (IVR), the Internet and Field deployment, where applicable. The cost of the project is currently valued at \$327,090. The City understands that costs for data conversion and the number of forms required are estimates and may vary.

PHASE ONE (Business Licensing and Code Enforcement, 20 forms)

Pre-Training (Subject Matter Expert Training in City View Essentials 2 days):

\$4,000 invoiced prior to scheduled training and due on or before the first day of training ⁽¹⁾.

Data Collection and Project Scope (data collection and scope document prepared)

\$10,000 invoiced upon scheduling data collection visit.

Implementation/Customization (Business Licensing and Code Enforcement Prototype):

\$6,300 invoiced upon City's acceptance of the scope document.

Implementation/Customization: (user review, form refinements and data conversion):

\$12,840 invoiced upon scheduled User Review.

Training (7 days):

\$20,200 invoiced prior to scheduled training and due on or before the first day of training ⁽¹⁾.

PHASE TWO (Building Permitting and Plan Checks, 25 forms)

Implementation/Customization (Building Permitting and Plan Check Prototype):

\$7,875 invoiced upon City's acceptance of the scope document.

Implementation/Customization: (user review, form refinements):

\$9,375 invoiced upon scheduled User Review.

Training (4 days):

\$13,200 invoiced prior to scheduled training and due on or before the first day of training ⁽¹⁾.

Exhibit B

Payment Schedule

PHASE THREE (Planning and Pre-Construction, 25 forms)

Implementation/Customization (Planning and Pre-Construction Prototype):

\$7,875 invoiced upon City's acceptance of the scope document.

Implementation/Customization (user review, form refinements):

\$9,375 invoiced upon scheduled User Review.

Add 25 Users to System:

\$49,750 Licensing and a \$10,000 Increase in Annual Software Maintenance invoiced upon notice by City.

Training (4 days):

\$13,200 invoiced prior to scheduled training and due on or before the first day of training⁽¹⁾.

PHASE FOUR (Public Works and Fire Permits, 30 forms)

Implementation/Customization (Public Works and Fire Prototype):

\$9,450 invoiced upon City's acceptance of the scope document.

Implementation/Customization (user review, form refinements):

\$10,950 invoiced upon scheduled User Review.

Training (4 days):

\$13,200 invoiced prior to scheduled training and due on or before the first day of training⁽¹⁾.

ALL OTHER CONSULTING SERVICES

Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Should the budgeted amounts for any step be reached, MUNICIPAL will stop work on that step until new funds are approved. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

OTHER:

Charges for time during travel are normally not reimbursable and will only be paid if such time is actually used in performing services for CITY or as otherwise arranged with CITY.

Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by MUNICIPAL shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

Exhibit B

Payment Schedule

MUNICIPAL shall submit to CITY an invoice for each progress payment due. Such invoice shall:

- 1) Reference this Agreement;
- 2) Describe the services performed;
- 3) Show the total amount of the payment due;
- 4) Include a certification by a principal member of MUNICIPAL's firm that the work has been performed in accordance with the provisions of this Agreement; and

Upon submission of any such invoice, if CITY is satisfied that MUNICIPAL is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify MUNICIPAL in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by MUNICIPAL is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

- ⁽¹⁾ Invoices to be submitted to Project Manager three (3) weeks prior to scheduled training.

1 - Attorney-Client

Redaction Date: Thursday, July 27, 2017 6:31:21 PM

Total Number of Redactions: 2

By Exemption:

"Attorney-client and attorney work product or protected patient medial information (HIPAA), architectural and official building plans (Government Code Section(s) 6254(k) and 6254.25, Evidence Code Section 954)" (Attorney-Client): 2 instances

By Page:

Page 132 - "Attorney-client and attorney work product or protected patient medial information (HIPAA), architectural and official building plans (Government Code Section(s) 6254(k) and 6254.25, Evidence Code Section 954)" (Attorney-Client): 1 instance

Page 206 - "Attorney-client and attorney work product or protected patient medial information (HIPAA), architectural and official building plans (Government Code Section(s) 6254(k) and 6254.25, Evidence Code Section 954)" (Attorney-Client): 1 instance